

Schedule "A"

Bradford  
west  
Gwillimbury



A Growing Tradition

## **Cemetery By-law**

**Funeral, Burial, Cremation Services Act, 2002  
(FBCSA)**

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This By-law outlines the rules and regulations that govern Mount Pleasant Cemetery and Ebenezer Cemetery and have been approved by the Registrar, Funeral, Burial and Cremation Services Act (FBCSA), Bereavement Authority of Ontario (BAO).

## 1. Definitions

**Burial/Interment** - The opening of a lot and then the placing of dead human remains or cremated human remains in that lot, followed by closing the lot. The lot may be a grave in the ground or a niche in a columbarium.

**By-laws** - The rules and regulations under which the Cemetery operates.

**Care and Maintenance Fund** - It is a requirement under the FBCSA and Ontario Regulation 30/11 and 184/12 (O. Reg. 30/11 & 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. If no scattering rights are sold but scattering is permitted a prescribed amount must be contributed to the fund when the scattering is conducted. Interest earned from this fund is used to provide care and maintenance of lots, plots, markers and monuments at the cemetery.

**Cemetery** - For purposes of this By-law, "Cemetery" refers to the active Cemeteries operated by the Town of Bradford West Gwillimbury being Mount Pleasant Cemetery and Ebenezer Cemetery.

**Cemetery Operator** - Means The Corporation of the Town of Bradford West Gwillimbury

**Columbarium** - Means a structure designed for the purpose of interring cremated human remains in niches or compartments

**Contract** - For purposes of these by-laws, all purchasers of interment 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 Posts** - Shall mean any stone or other land markers set flush with the surface of the ground and used to indicate the location of a lot or plot.

**Council** - Means the Municipal Council of the Town of Bradford West Gwillimbury.

**FBCSA** - Means the *Funeral, Burial, Cremation Services Act, 2002* as amended from time to time.

**Grave** - Also known as Lot, means any in-ground burial space intended for the interment of a child, adult or cremated human remains.

**Interment Right** - The right to require or direct the interment of human remains or cremated human remains in a grave, lot, niche, and to authorize the installation of a monument or marker.

**Interment Rights Certificate** - The document issued by the Cemetery Operator 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** - The person(s) authorized or entitled to inter human remains in a specific lot. They may be the person named in the Interment Rights Certificate or such other person to whom the rights have been assigned.

**Lot** - For the purposes of this By-law a lot is a single grave space.

**Niche** - An individual compartment in a columbarium for the entombment of cremated human remains.

**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, 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** - Any permanent memorial projecting above the ground installed within the designated space to mark the location of a burial or lot.

**Permits** - A burial permit issued by the Division Registrar showing that the death has been registered or in the case of cremation a Certificate of Cremation must be deposited with the Cemetery Operator before an interment may take place.

**Plot** - For the purposes of this By-law, a plot is a parcel of land, sold as a single unit, containing multiple lots.

**Sales Representative** - Licensed Funeral Establishment acting on behalf of Cemetery owner to provide information and sell lots, with authorization to do business and sign contracts.

## 2. General Information

### a) Hours of Operation

Visiting Hours: Open 24 hrs

Office Hours: 8:30 a.m. to 4:30 p.m. Monday to Friday (excluding holidays)

Office Location: 3541 Line 11, Bradford, ON L3Z 2A5

## **b) General Conduct**

- i. The Cemetery Operator reserves full control over the Cemetery operations and management of land within the Cemetery grounds.
- ii. No person may damage, destroy, remove or deface any property within the Cemetery.
- iii. All visitors should conduct themselves in a quiet manner that shall not disturb any service being held.
- iv. Any person disturbing the quiet and good order of the Cemetery by noise or other improper conduct, or who violates these rules, will be expelled from the grounds.

## **c) Complaints**

Any complaints by lot owners or visitors should be made to the Cemetery Operator, not to the workers on the grounds. Any controversies with workers or others on the grounds are to be avoided.

## **d) Pets or Other Animals**

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

## **e) By-law Amendments**

The Cemetery shall be governed by this bylaw, and all procedures will comply with the Funeral Burial and Cremation Services Act, 2002 and Ontario Regulation 30/11, which may be amended from time to time. All By-law amendments must be:

- i. Published once in a newspaper with general circulation in the locality in which the Cemetery is located;
- ii. Conspicuously posted on a sign at the entrance of the Cemetery; and
- iii. Delivered to each supplier of markers who has delivered a marker to the Cemetery during the previous year, if the By-law or By-law Amendment pertains to markers or their installation.

All By-laws and By-law Amendments are subject to the approval of the Registrar, Cemeteries Regulation Unit, and Ministry of Consumer Services.

## **f) Liability**

The Cemetery Operator will not be held liable for any loss or damage, without limitation (including damage by the elements, Acts of God, or vandals) to any lot, plot,

columbarium niche, monument, marker or other article that has been placed in relation to an interment right save and except for direct loss or damage caused by gross negligence of the Cemetery.

**g) Public Register**

Provincial Legislation – Section 110 of Ontario Regulation 30/11 requires all cemeteries to maintain a public register that is available to the public during regular office hours.

**h) Right to Re-Survey**

The Cemetery Operator 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.

**i) Notice of Resale and Transfer of Interment Rights**

The Cemetery Operator prohibits the resale of interment rights to a third party. The Cemetery Operator may repurchase these Interment Rights at the price listed on the current price list less any Care and Maintenance contribution amount previously made and as long as the Rights Holder(s) meets the qualifications and requirements as outlined in the Cemetery Regulations By-law.

The Cemetery Operator prohibits the resale of interment rights to a third party and is not required to repurchase unused interment rights in a plot (more than one lot) if one of the interment rights in the plot has been exercised.

**3. Cancellation or Resale of Interment Rights**

Purchasers of Interment Rights Holders acquire only the right to direct the burial of 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 purchase of interment rights is not a purchase of real estate or real property.

**a) Cancellation of Interment Rights within 30 Day Cooling-Off Period:**

A purchaser has the right to cancel an interment rights contract within thirty (30) days of signing the interment 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.

**b) Cancellation of Interment Rights after the 30 Day Cooling-Off Period:**

Upon receiving written notice from the purchaser of the interment rights, the Cemetery Operator will cancel the contract and issue a refund to the purchaser for the amount paid for the interment 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.

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 rights.

**c) Care and Maintenance Fund Contributions:**

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 rights sold; 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. 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.

**d) Resale is prohibited within Cemetery By-law:**

A Rights Holder(s) can request to re-sell the interment rights to the Cemetery Operator in writing. The Cemetery Operator may repurchase the Interment Right at the price listed on the Cemetery Operator's current price list less the Care and Maintenance Fund contribution made at the time of purchase and any applicable administrative fees outlined in the price list. The re-purchase and payment to the rights holder requesting the sale must be completed within 30 days of the request.

The Interment Rights Holder requesting the resale of the rights must return the interment rights certificate to the Cemetery Operator and the Rights Holder(s) must endorse the interment rights certificate, transferring all rights, title and interest back to the Cemetery Operator. The appropriate paperwork must be completed before the Cemetery Operator reimburses the Rights Holder(s).

The Cemetery Operator may charge an administration fee for the duplicate certificate in accordance with the price listed on the Cemetery Operator's current price list.

#### **4. Burial of Human and Cremated Remains**

- a) Interment Rights Holder(s) must provide written authorization prior to a burial or an entombment taking place. Should the Interment 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).

- b) 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, or entombment taking place. A Certificate of Cremation must be submitted to the Cemetery office prior to the burial of cremated remains taking place.
- c) In accordance with the FBCSA, the purchaser of interment rights must enter into a Cemetery Contract, providing such information as may be required by the Cemetery Operator for the completion of the contract and the public register prior to each burial or entombment of human remains.
- d) Payment must be made to the Cemetery or Sales Representative before a burial can take place.
- e) The opening and closing of graves, and niches may only be conducted by Cemetery staff or those designated to do work on behalf of the Cemetery.
- f) Cremated remains are not permitted to be scattered on a grave.
- g) Human remains may be disinterred from a lot provided that the written consent (authorization) of the Interment Rights Holder has been received by the Cemetery Operator and the prior notification of the Medical Officer of Health. A certificate from the local Medical Officer of Health must be received at the Cemetery office before the removal of casketed human remains may take place.
- h) 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).
- i) No more than two (2) interments may be made in the same lot, and in the case of two, the first interments must be double depth. Due to soil conditions, it is highly recommended that the first burial be in a concrete vault. No more than four (4) cremated human remains may be made in one same lot.

## **5. Memorialization**

- a) For the purpose of these rules and regulations a monument shall be any marker that is not flush with the ground.
- b) No memorial or other structure shall be erected or permitted on a lot until all charges have been paid in full.



- c) No monument, footstone, marker or memorial of any description shall be placed, moved, altered, or removed without permission from the Cemetery Operator.
- d) All foundations for monuments and markers shall be built by the monument company at the expense of the owner of the lot. The foundation of a monument or marker must be the exact area of the base of the monument or marker and if this is done incorrectly the foundation will be removed and rebuilt at the owner's expense.
- e) Monuments to be erected by or for lot owners shall be set upon adequate concrete bases and no foundation shall be less than 4'6" depth. The upper surface of the foundation shall extend three inches beyond the monument base on all sides and be flush with the ground.
- f) Minor scraping of the monument base of an upright monument due to grass/lawn maintenance is considered to be normal wear.
- g) The Cemetery Operator will take reasonable precautions to protect the property of Interment Rights Holders, but it assumes no liability for the loss of, or damage to, any monument, marker or other structure, or part thereof.
- h) The Cemetery Operator 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.
- i) Should any monument or marker present a risk to public safety because it has become unstable, the Cemetery Operator shall do whatever it deems necessary by way of repairing, resetting, or laying down the monument or marker or any other remedy so as to remove the risk.
- j) The Cemetery Operator reserves the right to remove at its sole discretion any marker, monument or inscription that is not in keeping with the dignity and decorum of the Cemetery.
- k) A monument shall be erected only after the specific design plans have been approved by the Cemetery Operator including: dimensions, material of structure, construction details and proposed location.
- l) In keeping with the Cemetery By-law, only one monument shall be erected within the designated space on any lot.
- m) The minimum thickness for flat markers including footstones is 4 inches or 10 cm.
- n) All markers and monuments shall be constructed of bronze, natural stone (e.g. granite) or marble. The bottom bed of all bases and markers shall be cut level and true.

- o) No more than one monument shall be erected on any one lot, and this must be placed in the spot reserved for it unless special permission is given by the Cemetery Operator for placing it otherwise.
- p) One marker with a flat and level surface set flush with the ground may be placed at each grave in addition to the monument. The marker shall be placed at the end of the grave farthest from the monument and shall not exceed twelve (12) by eighteen (18) inches with a depth of three (3) to five (5) inches. The upper surface must be flat with no projections and shall be set level with the ground surface.
- q) No monument shall be delivered to the Cemetery for installation until the monument foundation has been completed, and the Interment Rights Holder(s) and/or marker retailer have been notified by the Cemetery Operator.
- r) The Cemetery Operator reserves the right to determine the maximum size of monuments, their number and their location on each lot, half-lot or smaller subdivision as follows, and must not exceed:

Upright	Thickness	Width	Height
Single Grave	12"	36"	36"
Two-Grave Lot	18"	48"	36"

**NOTE:** *The Cemetery Operator shall take reasonable precautions to protect the property of lot owners, but they assume no liability or responsibility for the loss of, or damage to, any monument, marker, or part thereof or any article of any type that may be placed on any lot, grave or urn space.*

## 6. Care and Planting

- a) A portion of the price of interment rights is trusted into the Care and Maintenance Fund. The income generated from this fund is used to maintain, secure and preserve the Cemetery grounds. Services that can be provided through this fund include:
  - i. Re-levelling and sodding or seeding of lot grounds
  - ii. Maintenance of Cemetery roads, sewers and water systems
  - iii. Maintenance of perimeter walls and fences
  - iv. Maintenance of Cemetery landscaping
  - v. Repairs and general upkeep of Cemetery maintenance buildings and equipment

- vi. No unauthorized person shall sod, remove any sod or remove posts or grave markers or any other way change the surface of the burial lot in the Cemetery
- vii. Flowers placed on a grave for a funeral shall be removed by the Cemetery staff after a reasonable time to protect the sod and maintain the tidy appearance of the Cemetery
- viii. Off the ground flowers must be potted and placed in a stand of which the Cemetery Operator has passed the design. The stand is to be placed at the corner of the marker.
- ix. Fresh flowers and smaller pots may be placed on a grave to commemorate special occasions, however, the Cemetery assumes no responsibility and will remove these and the containers when they become unsightly
- x. Flower beds must be the width of the monument base, and the owner is responsible for maintaining them
- xi. The planting of trees, evergreens, and shrubs is not permitted
- xii. Borders, fences, railings, walls, cut-stone copings and hedges in or around lots are prohibited
- xiii. Rubbish shall not be thrown out on roads, walks or any part of the grounds
- xiv. Implements or materials used in doing any work within the Cemetery shall be removed without delay and if this is not done, the Cemetery Operator shall remove the same
- xv. No lot owner shall change the grading of their lot, and if any change is found the Cemetery Operator may restore the lot to its original grade at the expense of the owner
- xvi. The Cemetery Operator shall not be responsible for loss or damage to any article upon any lot or grave
- xvii. The Cemetery Operator shall not be responsible for damage to flower beds or when opening or closing a grave
- xviii. Any plantings in any lot which have become by means of their roots, 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 Cemetery Operator may remove such trees or shrubs or parts thereof.

## **7. Permitted and Prohibited Items**

- a) The Cemetery Operator reserves the right to regulate the articles placed on lots or plots that: pose a threat to the safety of all Interment Rights Holders, visitors to the Cemetery and Cemetery employees; prevents the Cemetery from performing general Cemetery operations; or are not in keeping with the respect and dignity of the Cemetery. Prohibited articles will be removed and disposed of without notification.
- b) The Cemetery Operator reserves the right to disallow or remove quantities of memorial wreaths or flowers considered to be excessive and that diminish the otherwise tidy appearance of the Cemetery.
- c) The following articles are prohibited from being placed on lots:
  - i. articles made of hazardous materials such as non-heat resistant glass (excludes glass attached to monuments), ceramics, or corrosive metals;
  - ii. loose stones or sharp objects;
  - iii. trellises or arches;
  - iv. chairs or benches.

## **8. Columbarium**

- a) Payment must be made to the Cemetery Operator before an interment may take place.
- b) Only the Cemetery Operator or agent may open and seal niches for interments. This applies to the inside sealer and the niche front.
- c) To ensure quality control, desired uniformity and standard of workmanship, the cemetery reserves the right to inscribe all niche fronts or install all lettering, vases, adornments or any other approved attachment.
- d) No person other than cemetery staff shall remove or alter niche fronts.

## **9. Contractor/Monument Dealer**

- a) 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:

- i. WSIB coverage
  - ii. Occupational Health and Safety compliance standards
  - iii. Environmental Protection
  - iv. WHMIS
  - v. Evidence of liability insurance in the form of a Certificate of insurance issued by an authorized representative of the insurer that confirms Commercial General Liability insurance for a limit of no less than \$2,000,000 per occurrence. Coverage shall include bodily injury, property damage, products and completed operations, contractual liability, contain a cross liability clause and name the Cemetery Operator or Agent as an additional insured but only with respect to the operations of the Contractor/Monument Dealer.
- b) All cemetery by-laws apply to all contractors and all work carried out by contractors within the cemetery grounds.
  - c) Contractors, monument dealers and suppliers shall not enter the cemetery in the evening, weekends or statutory holidays, unless approval has been granted by the Cemetery Operator.
  - d) No work will be performed at the cemetery except during the regular business hours of the cemetery.
  - e) Contractors shall temporarily cease all operations if they are working within 100 metres of a funeral until the conclusion of the service. The Cemetery Operator 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.
  - f) 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.