

July 12, 2023

Organization #4691625

VIA EMAIL: [jmcdonald@northhuron.ca](mailto:jmcdonald@northhuron.ca)

Township of North Huron  
c/o Jenna McDonald  
274 Josephine Street  
P.O. Box 90  
Wingham, Ontario  
N0G 2W0

Dear Jenna,

**Re: Cemetery By-laws for the Township of North Huron**

Thank you for submitting the documents below, which were submitted to the Registrar for filing and approval on June 15, 2023 and July 5, 2023.

- Cemetery By-Laws
- Photograph of Notice Posted
- Copy of Newspaper Notice
- List of Monument Dealers Notified

This document is deemed approved and filed effective: **July 12, 2023**. A stamped copy is enclosed.

The Bereavement Authority of Ontario is encouraging digital submission of documents, when possible, to both reduce environmental impact and improve archival accessibility.

Sincerely,



**Jamie Traynor**  
Licensing Officer  
Bereavement Authority of Ontario  
Email: [Jamie.Traynor@thebao.ca](mailto:Jamie.Traynor@thebao.ca)

Enclosed

The Corporation of the Township of North Huron

By-law No. 49-2023

Being a By-law of the Township of North Huron to provide for rules and regulations for the care, maintenance, operation and control of cemeteries owned by the Township of North Huron.

WHEREAS the Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, c.33 (the "Act"), regulates the operation of cemeteries in Ontario;

AND WHEREAS the Corporation of the Township of North Huron owns and operates two active municipal cemeteries known as the Wingham Cemetery, located at 90397 Holmes Line, Municipality of Morris-Turnberry and Blyth Union Cemetery, located at 82781 Cemetery Line, Municipality of Central Huron; and operates other inactive cemeteries;

AND WHEREAS the Council of the Corporation of the Township of North Huron deems it desirable to enact a By-law to regulate the care, maintenance, operation and control of the Wingham Cemetery and Blyth Union Cemetery, and any other cemetery subsequently owned and operated by the Corporation of the Township of North Huron;

AND WHEREAS public notice of Council's intention to pass this By-law was provided in accordance with the Act;

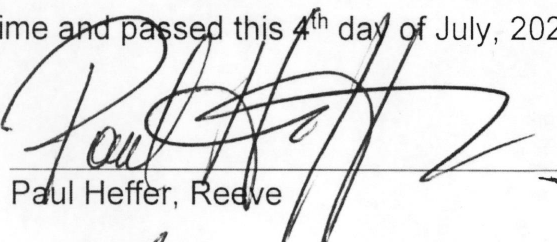
NOW THEREFORE the Council of the Corporation of the Township of North Huron ENACTS as follows:

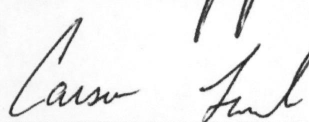
1. That Schedule 'A' to this By-law, "regulation for the operation of the Wingham Cemetery and Blyth Union Cemetery, and all municipally owned cemeteries", attached hereto is hereby adopted and shall form part of this By-law.
2. That the cemetery price list for the Wingham Cemetery and Blyth Union Cemetery, and all municipally owned cemeteries, shall form part of the Township of North Huron's By-law to establish fees and charges for the Township of North Huron.
3. That By-law No. 89-2018 and any other By-laws or resolutions or parts of By-laws or resolutions relating to the rules and regulations for the care, maintenance, operation and control or municipally owned cemeteries inconsistent with this By-law are hereby repealed.
4. That this By-law shall come into force and takes effect on the date of approval of the Registrar appointed under the Act.

Read a first and second time this 4<sup>th</sup> day of July, 2023.

Read a third time and passed this 4<sup>th</sup> day of July, 2023.

CORPORATE SEAL

  
Paul Heffer, Reeve

  
Carson Lamb, Clerk

Approval Date of the Registrar: July 12, 2023

**Schedule 'A' to By-law No. 49-2023**

**Regulation for the Operation of the Wingham Cemetery and Blyth Union Cemetery, and all Municipally Owned Cemeteries.**

These rules and regulations governing the Wingham Cemetery and Blyth Union Cemetery, and any other cemetery subsequently owned and operated by the Corporation of the Township of North Huron have been approved by the Bereavement Authority of Ontario (BAO).

**TABLE OF CONTENTS**

Section A: Definitions

Section B: General Conduct

Section C: Sale of interment rights

Section D: Cancellation or resale of interment rights

Section E: Burial of Remains

Section F: Memorialization information

Section G: Care and planting

Section H: Prohibited and permitted items

Section I: Columbarium

Section J: Contractor and Monument Dealers

Section K: Signing Authority



## Section A: Definitions

**Act:** Funeral Burial and Cremation Services Act, 2002, S.O. 2002, c.33, including any Provincial Regulations made pursuant to said Act, and specifically Ontario Regulation 30/11.

**BAO:** The Bereavement Authority of Ontario (BAO) is a government delegated authority administering provisions of the Funeral, Burial and Cremation Services Act, 2002 (FBCSA) on behalf of the Ministry of Public and Business Service Delivery.

**Burial permit:** Means a permit for the burial of human remains issued by the Division Registrar.

**Cemetery by-law:** The by-law and any amendments hereto under which a Cemetery operates as approved by the Council of the Corporation of the Township of North Huron.

**Care and maintenance fund:** 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, 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:** Land, owned and operated by the Corporation of the Township of North Huron, that has been established as a Cemetery under the Act, a private Act or a predecessor of one of them that related to cemeteries, or land that was recognized by the Registrar as a Cemetery under a predecessor of the Act that related to cemeteries and includes land that in the prescribed circumstances has been otherwise set aside for the interment of human remains and a mausoleum or columbarium intended for the interment of human remains.

**Cemetery caretaker:** Means the person who maintains the Cemetery grounds, opens and closes the graves, and represents the Township for all interments.

**Cemetery location (active sites):** The Wingham Cemetery is located at 90397 Holmes Line, Municipality of Morris-Turnberry, and the Blyth Union Cemetery is located at 82781 Cemetery Line, Municipality of Central Huron.

**Cemetery manager:** Means the Director of Public Works and Facilities or their designate appointed to oversee the operations of the Cemetery.

**Cemetery operator:** Means the Corporation of the Township of North Huron. The Municipal office is located at 274 Josephine Street, Wingham Ontario, N0G 2W0.

**Columbarium:** Means a structure designed for interment of cremated human remains in sealed compartments.

**Contract:** For purposes of the Cemetery by-law, all purchasers of interment or scattering rights, or other cemetery suppliers 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-law, a copy of the consumer information guide (CIG) and price list, as amended from time to time.

**Corner posts/Foot marker:** Shall mean any stone or other land markers set flush with the surface of the ground and used to indicate the location of lot, plot or human remains. Corner posts and/or foot markers are the property of the burial rights holder.

**Corporation:** The Corporation of the Township of North Huron

**Council:** The Council of the Corporation of the Township of North Huron

**Cremated remains:** Means the residue after cremation of the body and of the casket or container in which it was received



- Disinterment:** The act of exhuming or removing buried human remains from the place of burial or interment
- Emergency Closures:** The Township reserves the right to close facilities as a result of inclement weather, unplanned power interruptions and other emergency situations.
- Extra Charges:** As per the current Fees & Charges By-Law specific activities carried out by the Township are subject to additional fees and charges.
- Fees and charges:** The cemetery fees and charges list as established by Council of the Corporation of the Township of North Huron which forms part of the Township's by-law to establish rates and fees for the Township of North Huron as amended from time to time
- General maintenance account:** The account that has been set aside for maintenance of the cemetery and for services rendered in connection with its overall operation
- Grave:** Any inground burial space intended for the interment of human remains (referred to in this document as a lot)
- Human remains:** Means a dead human body or the remains of a cremated human body (includes an infant, child, adult)
- Interment / Burial:** The opening of a lot and the placement 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.
- Interment / Burial (Winter):** The interment of human remains from November 15<sup>th</sup> to April 15<sup>th</sup>, subject to extra fees.
- Interment right:** The right to require or direct the interment of human remains or cremated human remains in a grave, niche and to authorize the installation of a monument, marker, plaque or memorialization
- Interment rights certificate:** The document issued by the manager of the cemetery to the purchaser once the interment rights have been paid in full, identifying ownership of the interment rights
- Interment rights holder:** Any person or persons designated to hold the right to inter human remains in a specified lot, "Rights Holder" shall have the same meaning
- Lot:** For the purposes of these rules and regulations a lot is a single grave space having an approximate size of one metre by three metres (3.3 ft. x 9.9 ft.)
- Marker:** Shall mean any permanent memorial structure that is set flush and level with the ground and used to mark the location of a burial or lot
- Monument:** Any permanent memorial projecting above the ground installed within the designated space to mark the location of a burial or lot
- Niche:** An individual compartment within a columbarium for the entombment of cremated human remains
- Non-Resident rate:** As per the cemetery fees and charges, a Non-Resident rate shall be charged for cemetery supplies and services for purchasers who are not property owners or residents within the municipal boundaries of North Huron
- Plot:** For the purposes of this by-law, a plot is a parcel of land, sold as a single unit containing multiple lots
- Pre-need supplies or services:** Cemetery supplies or services that are not required to be provided until the death of a person alive at the time the arrangements are made.
- Premium Rate:** The higher rate charged for interments outside regular working hours for the Township of North Huron, caused by paying over-time rates for employees and equipment.

**Resident rate:** As per the cemetery fees and charges, a Resident rate shall be charged for cemetery supplies and services for purchasers who are property owners and/or reside within the municipal boundaries of North Huron. If a resident of North Huron has moved for health care services, they will still incur the resident fee.

**Township:** Means the Corporation of the Township of North Huron

**Transfer of interment rights:** An inter vivo (during lifetime) or post mortem (after death) transfer made without any consideration or receipt of funds for such transfer. Such transfer is to be distinguished from a re-sale by the cemetery operator on the terms and conditions as herein forth set out.

## **Section B: General information**

### Hours of operation:

The hours of operation for the North Huron municipal office are 8:30 A.M. to 4:30 P.M., every weekday, excluding statutory holidays and emergency closures. The Cemetery is open April 15<sup>th</sup> till November 15<sup>th</sup> every calendar year.

### Burial hours:

Weekdays from 9:00 A.M. to 3:00 P.M.

Saturdays from 9:00 A.M. to 12:00 P.M. (noon)

Regular services are to be scheduled from Monday to Friday between 9:00 A.M. and 3:00 P.M. Premium rates will be applied for weekday services resulting in site work beyond 3:00 P.M.

Premium rates will also be applied for all Saturday interments and services resulting in site work beyond 12:00 PM (noon).

Sunday and Statutory Holidays interments are not available.

### General conduct:

The cemetery operator and/or the cemetery manager reserves full control over the cemetery operations and management of land within the cemetery grounds. No person shall damage, destroy, remove or deface any property within the cemetery. No person may play any sport, commit a nuisance, discharge firearms except at a military funeral, and bring any dog or other animal, other than a working animal.

Visitors are asked to remember the respect due to the deceased and conduct themselves in a quiet, orderly manner and shall not disturb any service being held, by noise or other disturbances. The provisions and penalties of the law will be strictly enforced in all cases of disturbance, wanton injury to property, disregard of the rules or conduct unbecoming to the cemetery. Anyone who violates the rules may be expelled from the cemetery.

The cemetery caretaker or their designate are empowered and required to preserve order and decorum in the cemetery.

No parades other than funeral processions shall be admitted to or be organized within the cemetery unless authorized by the cemetery owner.

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

Children under the age of twelve must be supervised at all times and accompanied by an adult who will be responsible for their conduct.



By-law amendments:

The cemetery shall be governed by the cemetery by-law and all procedures will comply with the *Funeral Burial & Cremation Services Act, 2002* and *Ontario Regulations 30/11* and *184/12*, which may be amended periodically.

All by-law amendments must be:

- a) Published once in a newspaper with general circulation in the locality in which the cemetery is located;
- b) Conspicuously posted on a sign at the entrance of the cemetery; and,
- c) Delivered to each supplier of markers who has delivered 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, FBCSA, BAO.

Liability:

The cemetery operator will not be held liable for any loss or damage, without limitation (including damage by elements, acts of God, or vandalism) to, any (p)lot, columbarium niche, monument, marker or other article that has been placed in relation to an interment site, and except for direct loss or damage cause by gross negligence of the cemetery.

Public register:

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

Pets or other animals:

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

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.

**Section C: Sale of interment rights**

Purchaser(s) of interment rights 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. 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 (deed) will be issued to the interment rights holder when payment has been made in full. The purchase of interment rights is not a purchase of real estate or real property.

Interment rights to a lot, plot or niche may be purchased from the cemetery at the rate as set out in the cemetery fees and charges list in accordance with approved plans. The price for interment rights includes the applicable funds for deposit to the cemetery's care and maintenance fund. The purchase of supplies or services will be made directly through the cemetery operator.

Under certain circumstances and by agreement only, a Funeral Director may, on behalf of a cemetery customer, make full payment for a cemetery interment or service and may accept full payment for the Wingham Cemetery and Blyth Union Cemetery for services.



A monument company may submit and/or accept and submit payment payable to the Township of North Huron for monument/marker care and maintenance.

All payments for interment rights shall be made at the Township of North Huron Municipal Office. The cemetery operator shall provide the following to the interment rights holder upon full payment:

- a) Interment rights certificate (deed)
- b) Invoice marked paid and/or a receipt showing payment in full
- c) Copy of the cemetery by-law, rules and regulation, and cemetery fees and charges list
- d) Consumer information guide from the Bereavement Authority of Ontario (BAO)

#### **Section D: Cancellation, resale or transfer of interment rights**

The cemetery operator permits the interment or scattering rights holder to sell or transfer their interment rights or scattering rights to a third party, at no more than the current price listed on the cemetery price list, so 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 the cemetery operator's by-laws.

**All resales and/or transfers of interment rights must be carried out through the cemetery operator.**

##### Cancellation in interment rights within thirty (30) days of purchase:

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.

##### Requirements of resale

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.:

1. The interment or scattering rights certificate endorsed by the current rights holder.
2. If the resale involves interment rights, a written statement of the number of lots that have been used in the plot and the number of lots that remain available.
3. If the resale involves scattering rights, a written statement of the number of scatterings rights.
4. 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:

1. An interment or scattering rights certificate
2. A copy of the cemetery's current by-laws.
3. A copy of the cemetery's current price list.
4. If the resale involves interment rights, a written statement of the number of lots that have been used in the plot and the number of lots that remain available.
5. If the resale involves scattering rights, a written statement of the number of scattering rights available.
6. Any other documentation in the interment rights holder(s) possession relating to the rights.

The cemetery operator will:

1. Require 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.
2. Require confirmation that the person selling the interment or scattering rights is the person registered on the cemetery records and that they have the right to re-sell the Interment or scattering rights.
3. Record the date of transfer of the interment or scattering rights to the third party.
4. The name and address of the third-party purchaser(s).
5. A statement of any money owing to the cemetery operator in respect to the interment or scattering Rights.

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.

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-laws and the FBCSA.

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.

The cemetery operator does not prohibit the resale of an interment or scattering rights and may repurchase the interment or scattering rights from the rights holder(s) if the cemetery operator so desires and may negotiate a purchase price so long as the seller acknowledges being aware of the cemetery operator's current price list amounts for interment and scattering rights.

For contracts written either before the date of the new by-law comes into effect or July 1, 2012 (depends on cancellation clauses in previous contracts) the cemetery operator will honor previous cancellation clauses and provide a minimum of the amount paid for the purchase of the interment rights less the amount deposited in to the Care & Maintenance Fund. In these circumstances, if any portion of the interment rights has been exercised, the purchaser, or the interment rights holder are not entitled to cancel the contract however they have the option of a 3<sup>rd</sup> party resale.

### Transfer

In the case of a request received by the cemetery operator for transfer of ownership by interment rights by reason of a bequest made in a validly executed Last Will and Testament, the cemetery operator reserves the right to require the production of a notarial copy and/or court certified copy of the last will and testament or a certificate of appointment of estate trustee; or other evidence sufficient to prove the proper transfer of ownership on death of the rights holder.

Where the deceased interment rights holder has left a last will and testament containing a specific bequest on the lot, a notarial copy and/or court certified copy of the said last will and testament or a certificate of appointment of estate is required.

If the will does not contain a specific bequest of the lot. A request in writing from the estate trustee(s) for the transfer is required.

Where the interment rights holder died intestate, a request in writing from the estate trustee(s) or, if no estate trustee has been appointed, from all of the heirs-at-law.



Where the interment rights holder wishes to transfer such rights during his or her lifetime, the rights holder shall so advise the cemetery operator, who may request reasonable proof that such transfer does not constitute a resale before effecting same.

All transfer of interment rights shall be subject to payment of the required rates and charges in the cemetery price list as established from time to time, and compliance with all other provisions of the cemetery by-law.

#### Abandoned

If any interment rights have not been used after a ninety-nine (99) year period has passed, they may be considered abandoned. The cemetery operator or their designate 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 holder or beneficiaries. Upon being satisfied that the rights are abandoned, the Registrar shall issue a declaration to that effect. If there is no appeal by the end of the appeal period, as stipulated by the Registrar or otherwise within thirty (30) days, the cemetery operator may resell the interment rights in question.

#### **Section E: Burial of remains**

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.

A burial permit issued by the registrar general or equivalent document showing the death has been registered with the province must be provided to the cemetery operator's office prior to a burial or entombment taking place. A certificate of cremation must be submitted to the cemetery operator's office prior to the burial of cremated remains taking place.

In accordance with the Act 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 registrar prior to each burial or entombment of human remains or cremated human remains.

Payment must be made in full to the cemetery operator before a burial or entombment can take place.

The cemetery operator shall be given three (3) Business days of notice for each burial of human remains or cremated human remains.

The opening and closing of graves and niches may only be conducted by cemetery staff or those designated by the cemetery manager to do work on behalf of the cemetery.

No scattering of cremated human remains is permitted in the Wingham Cemetery or Blyth Union Cemetery or any other cemetery subsequently owned and operated by the Corporation of the Township of North Huron.

All human remains shall be placed in a metal casket (minimum 20-gauge metal) or wooden casket (minimum ½ inch wood) prior to interment in the cemetery.

Funeral Directors are responsible for the scheduling of a Vault (if purchased) including the setup and lowering device.

No more than one (1) casket shall be interred in a single grave.

No more than three (3) cremated human remain interments shall be permitted with one (1) casket in a single grave (lot). Casketed remains should be placed prior to placement of cremated remains. Otherwise, disinterment fees will be applied individually and for each cremated human remains necessary to be removed to facilitate the casketed



interment. Due to burial requirements, cremated remains entombment in a vault are not permitted to be buried in a grave with casketed remains.

No more than four (4) cremated human remain interments shall be permitted in a single grave (lot).

No interment shall be scheduled to take place between November 15<sup>th</sup> and April 15<sup>th</sup> of every year. However upon special request, an interment allowance can be made at the sole discretion of the cemetery manager and/or cemetery operator based on the site condition, benefit, and resource availability. Interments scheduled from November 15<sup>th</sup> to April 15<sup>th</sup> can be subject to extra charges on top of the interment rates.

All human remains received for storage at the chapel during the winter months shall be embalmed by a licensed funeral director prior to acceptance for storage. The funeral director responsible for the human remains is solely responsible for scheduling the Spring interment and coordinating the interment with the cemetery operator.

No Spring interments will be conducted on Saturdays, interments will be scheduled with the funeral director and Township during the work week (Monday to Friday) and all casket remains to be removed by May 30<sup>th</sup> of each year.

#### Disinterment

Casketed human remains may be disinterred from a lot provided that the remains have been in place for a period not exceeding twenty-five (25) years and only by request of the interment rights holder. Written consent (authorization) of the interment rights holder and written authorization of the medical officer of health with certificate, must be received by the cemetery operator prior to the disinterment taking place.

Ten (10) business days of notice are required for all disinterment.

A certificate from the local medical officer of health is not required for the removal of cremated remains.

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).

Cemetery property shall be closed to all visitors not associated with the disinterment, and gate secured during disinterment.

#### **Section F: Memorialization monuments and markers**

No memorial or other structure shall be erected or permitted on a lot until all charges have been paid in full. No monument or marker of any description shall be placed, moved, altered, or removed without prior permission of the cemetery caretaker.

The Township will authorize changes to the back of a monument after it has been authorized as appropriate and non-derogatory by the Cemetery Caretaker.

Minor scraping of the monument base of an upright monument due to grass/lawn maintenance is considered to be normal wear, and repair of same shall not be the responsibility of the cemetery operator.

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.

The cemetery operator reserves the right to determine the maximum size of monuments, number and location on each plot or lot. They must not be of a size that would interfere with any future interments.

All foundations for monuments shall be built by, or contracted to be built for, the cemetery operator at the expense of the interment rights holder.

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.

The cemetery operator reserves the right to remove, at their sole discretion, any marker, monument, or inscription which is not in keeping with the dignity and decorum of the cemetery as determined by Council.

A monument, private mausoleum or other structure 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.

#### Memorial specifications

In keeping with the cemetery by-law, only one (1) monument shall be erected within the designated space of any lot.

The minimum thickness for flat markers is four (4) inches or ten (10.2) centimeters including cement base.

The minimum thickness for an upright monument is six (6) inches or fifteen (15.2) centimeters.

All monuments and markers shall be constructed of granite, marble or natural stone and permitted only in specific designated areas.

All monuments will include an eight (8) inch thick base. The top surface of the base must be both wider and longer than the die in order to provide a minimum border of three (3) inches on the surface of the base exposed on all sides. No parts of the die shall exceed the width of the base at any point.

#### Single lot

The size of one monument allowed on a single lot, including an eight-inch (8") thick base is;

Base: thirty-inch (30") maximum x twelve-inch (12") minimum

Width: thirty-inch (30") maximum

Die: six-inch (6") minimum

Height: four feet (4') maximum

#### Two lots

The size of one monument allowed on a plot of two lots, including an eight-inch (8") thick base is;

Base: fifty-four-inch (54") maximum x twelve-inch (12") minimum

Width: forty-eight-inch (48") maximum

Die: six-inch (6") minimum

Height: six feet (6') maximum

#### Three or more lots

The size of one monument allowed on a plot of three or more lots, including an eight-inch (8") thick base is;

Base: eighty-inch (80") maximum x twelve-inch (12") minimum

Width: seventy-two-inch (72") maximum

Die: six-inch (6") minimum

Height: six feet (6') maximum



No monument shall be delivered to the cemetery for installation until the monument foundation has been completed, and the interment rights holder and/or monument retailer have been notified at a minimum of three (3) days' notice by the cemetery caretaker.

Markers are permitted with size and quantity restrictions according to the cemetery by-law and the placement of such memorials shall not interfere with future interments.

Maximum size of marker is twenty-four inches (24") by eighteen inches (18"). All markers and monument foundations require a four inch (4") concrete wash.

#### Location of markers

One marker, centered, is permitted per cremation lot.

Two markers, centered, are permitted per single lot.

One monument, centered, is permitted per single lot.

One monument, centered, is permitted between two lots.

One monument, centered, is permitted between three or more lots.

#### **Section G: Care and planting**

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 may be provided through this fund include:

Re-levelling and sodding or seeding of lots

Maintenance of cemetery roads, sewer and water systems

Maintenance of perimeter walls and fences

Maintenance of cemetery landscaping

Maintenance of mausoleum and columbarium repairs

Repairs and general upkeep to cemetery buildings and equipment

No person other than cemetery staff shall remove any sod or in any other way change the surface of a burial lot in a cemetery.

No person shall plant trees, flower beds or shrubs in the cemetery without prior permission from the cemetery caretaker.

Flowers placed on a grave for a funeral shall be removed by the cemetery caretaker after a reasonable time to protect the sod/seed and maintain the tidy appearance of the cemetery.

No glass jars or tin cans allowed for the purpose of holding flowers.

The care and maintenance of flowers on the burial lot is the responsibility of the interment rights holder. Wreaths may be placed beside the monument, attached to a single rod inserted in the ground.

A maximum of two wire or other metal flower receptacles may be placed on each grave and must be placed in line with and in close proximity to the monument.

The planting of Alberta Spruce or Pyramid Cedars will be the only shrubs permitted on burial lots after Cemetery Operator has approved the request.

Any object placed upon a lot shall be at the interment rights holder's risk and shall be kept in a neat and good state of repair at all times by the interment right's holder; failure to keep them so, will allow cemetery staff the right to remove it, or in any other way protect the safety and interest of others.



No tripod stands or enclosures of iron, wire, concrete, or other materials shall be permitted on any lot.

No interment rights holder shall cause any object such as benches, trellises, wood or metal stands or other objects that will interfere with the working of mowers, etc., to be placed on a lot. Silk and plastic flowers and solar lights shall be placed in metal pipes to prevent damage from cemetery maintenance.

No flower pots shall be placed in front of or behind a monument but only at the sides of the monument.

No flower bed, monument, marker, inscription, etc., will be allowed on a lot until all charges have been paid in full and no amount is outstanding.

Flower beds may be allowed directly in front of the monument not exceeding the width of the monument base and twelve inches (12") in front of the base.

Flowers are not the responsibility of the cemetery staff and are not covered under the care and maintenance fund and will not be watered or cared for by cemetery staff.

Any objects, flowers, shrubs, etc., that are encroaching on lots other than those lots owned by the interment rights holder to which these articles belong, may be removed by cemetery staff without notice being given to the interment rights holder of record.

#### **Section H: Items that are prohibited and permitted**

The cemetery operator reserves the right to regulate the articles placed on lots or plots which may pose a threat to the safety of all interment rights holders, visitors, to the cemetery and cemetery employees, or which prevent the cemetery from performing general cemetery operations, or which are not in keeping with the respect and dignity of the cemetery. Prohibited articles will be removed and disposed of without notification or compensation.

The cemetery operator reserves the right to disallow or remove quantities of memorial wreaths or flowers, or other objects, considered by the cemetery operator to be excessive or that diminishes the otherwise tidy appearance of the cemetery.

The cemetery is not responsible for any articles placed directly on site that are damaged during care and maintenance.

#### **Section I: Columbarium**

Payment must be made to the cemetery operator before an interment may take place.

Only the cemetery operator may open, remove, alter or seal niches. This applies to the inside sealer and the niche front.

No more than a maximum of two (2) cremated human remains shall be interred in any niche.

The cremated remains must be placed within a suitable container that will fit into the niche space assigned. The cemetery operator may refuse to place any unsuitable and/or oversized container into a niche space.

#### Niche inscription

The engraving of the niche door shall be uniform and supplied and installed by an authorized supplier. Engraving costs are not included in the selling price of the niche and are the responsibility of the interment rights holder. No fraternal or service club insignias will be approved for inscription on any niche.

The inscription will consist of the name(s) of the deceased, year of death, plus description lines. The cemetery reserves the right to limit the number of lines and limit the number of characters per line, based on size. All description lines are to be pre-approved at the sole discretion of the cemetery operator.

No external decoration will be allowed on the wall of or near the columbarium and no photograph cases will be allowed to be attached to the niche. The external decorations permissible will be on the pre-approved flower holders on the plaques.

New columbarium's have plaques that will be ordered from the Township directly for the Wingham cemetery columbarium, with standard lettering from the manufacturer.

## Section J: Contractor and monument dealers

Any contract work to be performed within the cemetery requires the written pre-approval of the interment rights holder and cemetery caretaker 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 contact the Township office and arrange a meeting with the Cemetery Caretaker or designate 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
- Occupational health and safety compliance
- Standard environmental protection
- WHMIS
- Evidence of liability insurance of not less than five million (\$5,000,000.00)

All cemetery by-laws apply to all contractors and all work carried out by contractors within the cemetery grounds.

Contractors, monument dealers and suppliers shall not enter the cemetery or commence work after 4:00 P.M., or on weekends, unless approval has been granted by the cemetery caretaker.

No work will be performed at the cemetery except during regular business hours of the cemetery.

Contractors shall temporarily cease all operations if they are working within 100 meters of a funeral until the conclusion of the service. The cemetery caretaker 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.

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

## Section K: Signing authority

The signing authority for cemetery services, contracts and deeds shall be the Township of North Huron's Clerk or the Cemetery Manager (Director of Public Works) or their designate.

