

The Corporation of the Township of North Huron

By-law No. 39-2026

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.

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Printing Date: May 20, 2026

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

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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 Fees and Charges By-law.
3. That By-law No. 49-2023 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the care, maintenance, operation and control of municipally owned cemeteries inconsistent with this By-law are hereby repealed.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 19<sup>th</sup> day of May, 2026

Read a third time and passed this 19<sup>th</sup> day of May, 2026

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Paul Heffer, Reeve

CORPORATE SEAL

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Carson Lamb, Clerk

Approval Date of the Registrar: April 30, 2026

## **Schedule 'A' to By-law No. 39-2026**

### **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. They are in compliance with the Funeral, Burial and Cremation Services Act, 2002 (FBCSA), Ontario Regulation 30/11 (O. Reg. 30/11) and Ontario Regulation 184/12 (O. Reg. 184/12), and have been approved by the Registrar, FBCSA, Bereavement Authority of Ontario (BAO) ("the Registrar").

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## **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 and Procurement (MPBSDP).

**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:** The FBCSA, O. Reg. 30/11 and O. Reg. 184/12 require that an amount of money, that is the greater of a minimum prescribed amount and a percentage of the purchase price (excluding tax) of all interment rights sold, transferred or assigned; and prescribed amounts for monuments and markers, be contributed into the operator's care and maintenance trust fund. Interest earned from this Care and Maintenance Fund is used to cover the costs of care and maintenance of the cemetery, including markers and monuments, in perpetuity.

**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 through the Public Works Lead Hand, 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:** A written contract between the cemetery operator and the purchaser of interment rights or other cemetery supplies and services. Purchasers shall receive a copy of the signed contract detailing the obligations of both parties and acknowledging 1. Receipt of the cemetery by-laws, 2. A copy of the BAO's publication A Guide to Death Care in Ontario ("Consumer Information Guide") and 3. The operator's current price list.

**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):** Winter interments, or the burial of human remains during winter months, may be subject to additional fees. Inclement weather or other acts of God may affect the ability to complete a winter burial. All winter interments will be reviewed on a case-by-case basis by the Cemetery Manager and may be cancelled with little notice under such circumstances. If a burial is cancelled, the family may need to reschedule for a later date or for a spring interment.

**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 overtime 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:** A transfer of interment rights may occur inter vivos (during the lifetime of the holder) or postmortem (after death) without any consideration or exchange of funds. This type of transfer is distinct from a resale, which is prohibited except for the cemetery operator under the terms and conditions set out in these by-laws. In the case of a transfer of rights, an administration fee applies for the cemetery operator to issue a new rights certificate to the third-party purchaser or transferee.

## 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, between 7:00 AM to 3:00 PM.

### Burial hours:

Weekdays from 8:00 A.M. to 2:30 P.M.

Saturdays from 8:00 A.M. to 11:30 A.M.

All graveside ceremonies must be completed half an hour prior to the closing hours as described in the hours of operation (meaning 2:30 P.M. on weekdays and 11:30 A.M. on Saturdays) to provide the cemetery caretaker sufficient time to rehabilitate the gravesite.

Regular services are to be scheduled from Monday to Friday between 8:00 A.M. and 2:30 P.M. *Premium rates will be applied for weekday services resulting in site work beyond 2:30 P.M.*

Premium rates will also be applied for all Saturday interments and services resulting in site work beyond 11:30 AM.

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 should 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, and do not come into force until approval is received.

### 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 lot, plot, columbarium niche, monument, marker or other article that has been placed in relation to an interment site, except for direct loss or damage caused 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.

### Scattering Rights:

The Township of North Huron does not permit the scattering of cremated human remains.

### Green Burials:

The Township of North Huron does not permit Green Burials.

### 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, and consent from the Registrar, FBCSA, BAO, where necessary.

## **Section C: Purchase of Interment rights**

The purchase of interment rights is not a purchase of real estate or real property. 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.

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 filed and/or 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.

In accordance with the FBCSA and regulations, the purchaser of interment rights must enter into a contract with the cemetery operator, providing such information as may be required by the cemetery operator for the completion of the contract and the public register.

The cemetery operator shall provide the following to the interment rights holder upon full payment:

- a) Interment rights certificate (deed)
- b) Copy of the cemetery by law, rules and regulation,
- c) Cemetery fees and charges list (Pricelist)
- d) A copy of the Contract and an invoice marked paid and/or a receipt showing payment in full
- e) The BAO's publication A Guide to Death Care in Ontario, also known as the "Consumer Information Guide."

### **Payment by Third Parties**

1. Funeral Directors: With prior agreement, a funeral director may pay the full cost of interment or other cemetery services on behalf of a customer. This includes the ability to accept payment from the customer and submit it to the cemetery for services at Wingham Cemetery and Blyth Union Cemetery.
2. Monument Companies: A monument company may submit payment to the Township of North Huron for monument or marker care and maintenance fees on behalf of a customer. They may also accept payment from the customer and forward it to the Township.

All payments for interment rights shall be made at the Township of North Huron Municipal Office.

### **Section D: Cancellation of Interment Rights Within the 30-day Cooling Off Period**

A purchaser has the right to cancel a contract for interment rights 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. However, if any portion of the interment rights purchased in this contract have been exercised, the contract is deemed to have been fulfilled, and the rights holder no longer has the right to cancel the contract and receive a refund for the rights purchased.

### **Section E: Resale, Cancellation or Transfer of Interment Rights After the 30-Day Cooling Off Period**

#### Resale of Interment Rights is Permitted:

The rights holder has the right to sell their interment rights to a third party before the rights are exercised, at an amount that is no greater than the price of those rights as indicated on the cemetery's current price list at the time of resale. Before reselling the rights, the rights holder may first inquire whether the cemetery operator is willing to repurchase the rights at a negotiated price. Any resale of interment rights shall be in accordance with the requirements of the cemetery by-laws and in keeping with the FBCSA and Ontario Regulations. All resales of interment rights must be conducted through the cemetery operator.

#### Requirements of resale

Upon selling the rights to a third-party purchaser, the rights holder must provide the third-party purchaser the following:\*

- The interment rights certificate endorsed with the following:
  - o A statement signed by the rights holder selling the rights, acknowledging the sale to the third-party purchaser.
  - o A signed confirmation by the cemetery operator that the person selling the rights is shown as the rights holder in the cemetery's records.
  - o The date on which the rights were sold to the third-party purchaser.
  - o The name and address of the third-party purchaser.

- o A statement of any money owing to the cemetery operator in respect to the rights.
- A written statement of the number of lots that have been used in the plot grounds to which the rights relate and the number of lots that remain available.
- Any other documents in the rights holder's possession relating to the rights.
- A copy of the current cemetery by-laws.

After the rights holder sells the rights to a third-party purchaser but before the purchaser exercises those rights, the purchaser must provide the cemetery operator with the endorsed certificate and any other information that the cemetery operator requires to issue a new certificate in relation to the rights.

Upon completion of the above listed procedures, and upon the issuance of the new interment rights certificate, the third-party purchaser or transferee(s) shall be considered the current interment rights holder(s) of the interment rights, and the resale or transfer of the interment rights shall be considered final in accordance with the cemetery by-laws and the FBCSA.

### **Transfer of Interment Rights**

If an interment rights holder bequeaths their rights in a valid will, the cemetery operator may require a notarized or court-certified copy of the will, a certificate of appointment of estate trustee, or other documentation sufficient to establish the proper transfer. If the rights holder dies intestate, a written request from the estate trustee(s) or, if no one has been appointed, from all heirs-at-law is required.

A rights holder wishing to transfer their rights during their lifetime must notify the cemetery operator in writing. The operator may request reasonable documentation to confirm the transfer is not a resale in contravention of the by-laws.

All transfers must be processed through the cemetery operator. Transfers must comply with the cemetery by-laws, FBCSA, and Ontario Regulation 30/11. Rights that have been partially or fully exercised cannot be transferred or resold.

### **Administration Fee for resale or transfer:**

In the case of a resale or transfer of rights, an administration fee applies for the cemetery operator to issue a new rights certificate and/or duplicate certificate to the third-party purchaser or transferee, as applicable. The fee, which is set out on the cemetery price list, is also charged for replacement of lost or damaged certificates.

**Cancellation rights for interment right contracts entered into prior to the allowance of 3<sup>rd</sup> party resale by the cemetery operator:** Rights holders are now permitted resale rights, or they still retain the rights set out in their contract or under previous legislation if written before July 1, 2012. However, if any portion of the interment rights has been exercised, the contract is deemed to have been fulfilled, and the rights holder no longer has the right to cancel the contract and receive a refund for the rights purchased.

### **Abandoned Interment Rights**

Interment rights that have not been exercised for a period of ninety-nine (99) years and for which the rights holder cannot be located may be considered abandoned. The cemetery operator, or their designate, may apply to the Registrar for a declaration of abandonment after making reasonable inquiries and providing notice to locate the rights holder or any beneficiaries. Upon the Registrar issuing a declaration and if no appeal is filed within the specified period, the cemetery operator may resell the abandoned interment rights, in accordance with the Funeral, Burial and Cremation Services Act, 2002, Ontario Regulation 30/11, and the cemetery by-laws.

### **Authorization, Information and Documents Required for a Burial:**

Interment rights holder(s) may be required to provide identification and written direction and authorization prior to a burial, or 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.

**Notice Required:**

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

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.

No Spring interments (April 15- May 30) 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 are to be removed from storage by May 30<sup>th</sup> of each year.

**Storage:** 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.

**Opening and closing of graves:**

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.

The cemetery retains the right of passage over every grave so that the cemetery operations may be performed effectively.

The cemetery reserves the right to temporarily relocate a monument or marker if required to open and close a lot. The cemetery may also temporarily place the removed soil on an adjacent lot while an interment or disinterment is being carried out. The cemetery will make reasonable efforts to restore all lots after the interment or disinterment has been completed.

**Scattering of Cremated Remains:** 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.

**Casket:** 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.

**Burial allowances for a single lot:**

- No more than one (1) casket shall be interred in a single grave.
- No more than four (4) cremated human remain interments shall be permitted in a single grave (lot). \*
- No more than four (4) 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.

\*Where cremated remains are interred prior to casket interment(s), all attempts will be made to locate and temporarily remove urns to facilitate casket burials. For better retrievability of the cremated remains, they should be in an urn or container that is non-biodegradable and is not breakable. There is no guarantee that cremated remains interred in a biodegradable urn or without an urn vault can be retrieved. The cemetery operator is not responsible if there is an issue or failure with the urn or container and there is a leakage of the cremated remains which may not be recoverable. Cremated remains disinterred in advance of a full body burial will be temporarily stored in a secure location, which will be documented by the cemetery operator. There may be additional costs for the cremated remains disinterments as part of the casket opening & closing costs (please see the cemetery price list). Please also see further provisions under the **Disinterments** section.

### **Section F: Disinterment**

Human remains may be disinterred from a lot with the written consent of the interment rights holder and a certificate from and/or prior notification to the local Medical Officer of Health. Notification to the local Medical Officer of Health is not required for the disinterment of cremated remains.

In some circumstances, the disinterment of human remains may be ordered by one or more public officials (e.g., Court Order, Coroner's Office etc.) and will take place without the consent of the interment rights holder(s) and/or next of kin.

The cemetery is not responsible for damage to any casket, urn, container or vault which may occur during a disinterment. Additionally, due to the length of time that a casket, urn, container or vault has been interred and the conditions to which it has been exposed, the cemetery cannot guarantee that it can retrieve the complete casket, urn, container or vault interred in the cemetery. Should a new casket, urn or container be required at the time of disinterment, it shall be at the expense of the party authorizing the disinterment. Additionally, the cemetery operator has the right to request that a licensed funeral director be present for the disinterment at the expense of the party authorizing the disinterment.

Disinterments will be scheduled at a day and time designated by the cemetery operator. The cemetery operator reserves the right to close the cemetery or the section where the disinterment is to take place. Only those persons required or permitted by the cemetery to attend a disinterment shall be allowed to enter the cemetery or the section involved during a disinterment.

If reinterment does not take place within the same lot and if existing memorialization (monument, marker, niche front or crypt front) needs to be removed, it will be at the expense of the person authorizing the disinterment.

Once a disinterment has been completed, the lot space shall be considered available to the interment rights holder for a new interment, transfer or resale in accordance with these by-laws. If the grave, niche or mausoleum space from which a disinterment has occurred, is transferred or resold, the new interment rights holder must be made aware of the previous disinterment and agree in writing to such knowledge as part of the transfer or resale agreement.

**Notice required for disinterment:** Ten (10) business days of notice are required for all disinterment. The cemetery property shall be closed to all visitors not associated with the disinterment, and gate secured during disinterment.

### **Section G: Memorialization of 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 tear.

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 unless it is as a result of negligence by the cemetery.

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.

Memorials – monuments, markers, plaques etc. are owned by the interment rights holder and the cemetery operator is not responsible for their loss or deterioration. Interment right holders may wish to consider adding memorials to their own insurance coverage.

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.

Pillow Markers: 1 ft x 2" maximum as 4" minimum base of stone dust shall be placed below a pillow marker.

Benches: Maximum sizes shall follow same size as described below. All benches require a 2-foot-deep foundation. All sides shall be linear, and back piece must be linear and not overhanging the grave.

All benches must be reviewed by North Huron staff prior to ordering to ensure they can be accommodated for the lot in question

Curved benches *may* be considered, on a case-by-case basis, and must as a minimum reflect all specifications described in this By-law.

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").

#### 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.

Blyth Columbarium and first Wingham Columbarium are to be engraved by Wingham Memorials; new columbarium's require plaques to be ordered from Wingham Town Hall aka Nelson Granite.

### **Section H: Cemetery Care and Maintenance**

A portion – 40% or a minimum legislatively prescribed amount, of the price of interment rights must be deposited and trusted into the cemetery's Care and Maintenance Fund.

The income generated from this trust fund is used to maintain, secure and preserve the cemetery grounds and markers in perpetuity. Services that can 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 of cemetery buildings and equipment
- To the extent that income from the Care and Maintenance Fund permits, the cemetery operator will stabilize and secure markers and monuments within the cemetery.

### **Section I: Floral Tributes and Care & Plantings**

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 are 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 flowerpots 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.

Flower bed maintenance, pruning, fertilizing, watering, etc., are the sole responsibility of the interment rights holder.

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 J: 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 of the cemetery.

**Prohibited articles:** The following articles are prohibited from being placed on lots within the cemetery: articles made of hazardous materials such as non-heat resistant glass (excludes glass attached to monuments), ceramics, or corrosive metals, loose stones or sharp objects, trellises, arches or borders, shepherd hooks, solar lights, chairs or benches, string lights. The

cemetery operator reserves the right to remove and dispose of any article deemed prohibited without notice. **Please contact the cemetery for clarification prior to purchasing or placing any articles on a lot.**

Articles placed on lots are the sole responsibility of the interment rights holder(s). The cemetery operator cannot be held responsible for the loss or damage of any articles placed within the cemetery.

### **Section K: 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. Any urn which is too large to fit within the niche will not be interred in the columbarium.

#### **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 columbariums have plaques that will be ordered from the Township directly for the Wingham Cemetery Columbarium, with standard lettering from the manufacturer.

### **Section L: 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, and 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)

The 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.

For the safety of all visitors and staff, all work sites must be secured when left unattended. Contractors working within the cemetery must remove all implements, equipment and garbage from the cemetery at the end of each workday and at the conclusion of the work.

### **Section M: 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.

