

The Corporation of the Municipality of South Huron

By-Law #57-2016

Being a by-law to provide rules and regulations for the Exeter Public Cemetery.

Whereas pursuant to Section 150 of Ontario Regulation 30/11 of the Funeral, Burial and Cremation Services Act, 2002, cemetery operators may make by-laws governing the operation of the cemetery and, in particular, governing rights, entitlements and restrictions with respect to interment and scattering rights; and

Whereas it is necessary to update the rules and regulations that govern Exeter Public Cemetery and obtain approval from the Registrar, Funeral, Burial and Cremation Services Act, 2024, Bereavement Authority Ontario.

Now therefore be it resolved that the Council of The Corporation of the Municipality of South Huron enacts as follows:

1. That the following Schedules are attached hereto and form an integral part of this by-law;

Schedule A – Definitions

Schedule B – General Information

Schedule C – Cancellation or Resale of Interment Rights

Schedule D – Burial or Cremated Remains

Schedule E – Memorialization

Schedule F – Pertaining to Care and Planting – General

Schedule G – Pertaining to Care and Planting – Flowers

Schedule H – Items that are Prohibited and Permitted

Schedule I – Contractor/Monument Dealer

Schedule J – Columbarium

2. That all by-laws previous enacted dealing with the operation and maintenance of the Exeter Public Cemetery are hereby repealed;
3. That this by-law shall come into effect upon final passing and upon approval by the Registrar, Funeral, Burial and Cremation Services Act, 2002, Bereavement Authority of Ontario.

Read a first and second time this 19th day of September 2016.

Read a third time and passed this 19th day of December 2016.

Maureen Cole, Mayor

Genevieve Scharback, Clerk

Approval Date of Registrar: December 7, 2016.

Schedule A

These by-laws are the rules and regulations that govern Exeter Public Cemetery and have been approved by the Registrar, Funeral, Burial and Cremation Services Act, (2002), Bereavement Authority of Ontario.

1. Definitions

- 1.1. Act: Funeral Burial & Cremation Services Act, 2002, S.O. 2002, c.33, including any Provincial Regulations made pursuant to said Act, and specifically Ontario Regulation 30/11.
- 1.2. Burial: The opening and closing of an inground lot or plot for the disposition of human remains or cremated human remains.
- 1.3. By-laws: The rules and regulations under which the Cemetery operates.
- 1.4. Care and Maintenance Fund: The trust fund in which all monies received by the Municipality of South Huron at a percentage of the purchase price of all Interment Rights, and set amounts for marker and monument installations is contributed into the Care and Maintenance Fund. Interest earned from this fund is used to provide care and maintenance of plots, lots, markers and monuments at the Cemetery.
- 1.5. Cemetery: Exeter Public Cemetery located at 39650 Dashwood Road, Exeter, Ontario in the Municipality of South Huron.
- 1.6. Cemetery Operator: Means the Corporation of the Municipality of South Huron who is the owner of the Exeter Public Cemetery. The Municipal Office is located at 322 Main Street South, Exeter, Ontario.
- 1.7. Columbarium A structure containing individual compartments or Niches for the placement of human cremated remains.
- 1.8. Contract: For purposes of these by-laws, all purchasers of interment rights must sign a contract with the cemetery, detailing obligations of both parties and acceptance of the cemetery by-laws.
- 1.9. 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.
- 1.10. Grave: Means any inground burial space intended for the interment of a child, adult or cremated human remains.
- 1.11. Interment Right: The right to require or direct the interment of human remains or cremated human remains in a grave, lot, niche and direct the associated memorialization. Cemetery operators do not sell the land but sell rights to be buried in a grave or lot.
- 1.12. Interment Rights Certificate: The document issued by the Cemetery to the purchaser once the interment rights have been paid in full, identifying ownership of the interment rights.

- 1.13. Interment Rights Holder: Any person designated to hold the right to inter human remains in a specified lot.
- 1.14. Lot: For the purposes of these By-Laws a lot is a single grave space.
- 1.15. 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 lot.
- 1.16. Monument: Any permanent memorial projecting above the ground installed within the designated space to mark the location of a burial or lot.
- 1.17. Niche: An individual compartment in a columbarium for the entombment of cremated human remains.
- 1.18. Plot: For the purposes of these by-laws, a plot is a parcel of land, containing multiple lots.

Schedule B

2. General Information

2.1. Hours of Operation:

2.1.1. Visitation Hours: Sunrise to Sunset

2.1.2. Office Hours: Monday – Friday 8:30 a.m. to 4:30 p.m.

2.1.3. Burial Hours: Monday – Friday 8:30 a.m. to 4:30 p.m. and Saturday 9:00 a.m. to 12:00 noon, no interments are to take place on a Statutory Holiday

2.2. General Conduct:

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

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

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

2.3. By-Law Amendments:

2.3.1. The cemetery shall be governed by these bylaws, and all procedures will comply with the Funeral, Burial & Cremation Services Act, 2002 and Ontario Regulation 30/11, which may be amended periodically.

2.3.2. All by-law amendments must be:

2.3.2.1. Published once in a newspaper with general circulation in the locality in which the cemetery is located;

2.3.2.2. Conspicuously posted on a sign at the entrance of the cemetery; and

2.3.2.3. Delivered to each supplier of markers who has delivered a marker to the cemetery during the previous year, if the by-law or by-law amendment pertains to markers or their installation.

2.3.3. All by-laws and by-law amendments are subject to the approval of the Registrar, Funeral, Burial and Cremation Services Act, 2002, Bereavement Authority of Ontario.

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

2.5. 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.

2.6. Pets or Other Animals:

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

2.6.2. Pets must be leashed and be kept on roads while on Cemetery property. Pet owners must clean up after their animals.

2.7. Right to Re-Survey:

The Cemetery has the right at any time to re-survey, enlarge, diminish, re-plot, change or remove plantings, grade, close pathways or roads, alter in shape or size, or otherwise change all or any part of the cemetery, subject to approval of the appropriate authorities.

2.8. Notice of Resale and Transfer of Interment Rights:

- 2.8.1. The cemetery operator prohibits the resale of interment rights to a third party and will repurchase these rights at the price listed on the current price list. The Cemetery Operator is not required to repurchase unused interment rights in a lot (more than one grave) if one of the interment rights in the lot has been exercised. The transfer of interment rights is not prohibited as long as the purchaser meets the qualifications and requirements as outlined in the cemetery operator's by-laws.
- 2.8.2. Where the interment rights owner is deceased and the transfer is made within the family, the cemetery will accept:
- 2.8.3. 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 transmission of ownership on death of the rights holder;
- 2.8.4. 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.
- 2.8.5. In cases where the estate is evenly divided, affidavits signed by all family members or beneficiaries approving the transfer to one or more family members shall be accepted by the cemetery.
- 2.8.6. 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.
- 2.8.7. If a transfer is requested on an old lot where perpetual care was never paid, a Care & Maintenance charge per grave as set out in the Cemetery Price List shall be paid before a Certificate of Interment Rights is issued or any interment made.

Schedule C

3. Cancellation or Resale of Interment Rights

Purchasers 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-laws. In accordance with cemetery by-laws, no burial, 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.

3.1. 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.

3.2. Cancellation of Interment Rights after the 30-Day Cooling-Off Period:

3.2.1. 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.

3.2.2. 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.

3.3. Resale of Interment after 30 Day Cooling-Off Period:

3.3.1. Resale of Interment Rights to third party is prohibited.

3.3.2. Unless the interment rights have been exercised the purchaser retains the right to cancel the contract or re-sell the interment rights. Once payment for the interment rights has been made in full, and an interment rights certificate has been issued, the interment rights holder(s), as recorded on the cemetery records, has right to re-sell the interment rights. Any resale of the interment right shall be in accordance with the requirements of the cemetery by-laws and in keeping with the FBCSA.

3.3.3. If a rights holder(s) wishes to re-sell the interment the rights holder(s) must make the request to the cemetery operator in writing. The cemetery operator will repurchase the interment rights at the price listed on the cemetery operator's current price list less the Care & Maintenance Fund contribution made at the time of purchase. The re-purchase and payment to the rights holder requesting the sale must be completed within 30 days of the request.

3.3.4. 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).

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

3.4. Care and Maintenance Fund Contributions:

As required by sections 166 and 168 of Regulation 30/11, a prescribed amount or a percentage of the purchase price of all interment rights, and a prescribed amount for monuments and markers is contributed into the care and maintenance fund. Income from this fund is used to provide only general care and maintenance of the cemetery. Contributions to the care and maintenance fund are not refundable except when interment rights are cancelled within the 30-day cooling off period.

Schedule D

4. Burial or Cremated Remains

4.1. Authorization, Information and Documents Required for a Burial:

For each Burial the Purchaser or Rights holder must enter into a Contract.

4.1.1. Written Permission of Interment Rights Holder:

Interment rights holder(s) must provide written authorization prior to a burial 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 i.e., Estate Trustee, Executor or next of kin.

4.1.2. Proof of Registration of Death:

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 taking place. A Certificate of Cremation must be submitted to the cemetery office prior to the burial of cremated remains taking place.

4.1.3. Information Required:

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.

4.2. Payment:

Payment must be made to the cemetery before a burial can take place.

4.3. Notice Required:

The cemetery shall be given at least 16 business hours of notice for each burial.

4.4. Opening and Closing of Interment Rights:

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

4.4.2. Every effort will be made to complete a Burial on the assigned day and time. If due to inclement weather conditions, health and safety concerns, or conditions beyond the Cemetery's Control, a Burial cannot be made at the scheduled time, the Cemetery reserves the right to establish a temporary set up, and the Burial shall be completed as soon as possible at a later time.

4.4.3. The Cemetery retains the right of passage over every Lot or Grave so that cemetery operations may be performed effectively.

4.4.4. The Cemetery retains the right to temporarily relocate a monument or marker so that cemetery operations involving the opening and closing of a Lot or Grave may be performed.

4.4.5. The opening of a Lot or Grave for Burial necessitates the temporary mounding of earth on adjacent Graves. The Cemetery reserves the right to determine the location for the temporary mound and will make reasonable efforts to restore adjacent Graves to their original condition as soon as possible following the closing of the Grave.

4.5. Vault:

A vault is mandatory for every burial with the exception of burials in the “no vault” section in Division 2. Burials in the “no vault” shall be interred in the consecutive order of the lots, at the discretion of the operator, for Health & Safety purposes.

4.6. Number of Burials:

4.6.1. A maximum of one casket and three cremated remains may be buried in each lot unless otherwise specified on the document for the purchase of the Interment Rights.

4.6.2. Double depth burials are prohibited except where authorization has previously been granted by the operator in writing.

4.6.3. In Cremation Division, interments are restricted to two interments per lot.

4.7. Scattering Cremated Remains:

Cremated remains are not permitted to be scattered.

4.8. Requirements for Removal of Caskets, Containers or Cremated Remains:

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

4.8.2. 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).

4.8.3. The charge for disinterment shall be as set out in the Cemetery Price List.

Schedule E

5. Memorialization

- 5.1.1. No memorial or other structure shall be erected or permitted on a lot until all charges have been paid in full.
- 5.1.2. No monument, footstone, marker or memorial of any description shall be placed, moved, altered, or removed without permission from the cemetery operator.
- 5.1.3. All photographs attached to any memorials or placed within the cemetery grounds shall be the sole responsibility of the Interment Rights Holder or his/her designate.
- 5.1.4. Minor scraping of the monument base of an upright monument due to grass/lawn maintenance is considered to be normal wear.
- 5.1.5. 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.
- 5.1.6. The cemetery operator reserves the right to determine the maximum size of monuments, their number and their location on each lot or grave. They must not be of a size that would interfere with any future interments.
- 5.1.7. All foundations for monuments and markers shall be built by, or contracted to be built for, the cemetery operator at the expense of the interment rights holder.
- 5.1.8. The reinstallation of monuments and markers originally placed without a foundation that now require a foundation, will be required at the interment rights holder's expense.
- 5.1.9. 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.
- 5.1.10. The cemetery operator reserves the right to remove at its sole discretion any marker, monument, or inscription which is not in keeping with the dignity and decorum of the cemetery as determined by the operator.
- 5.1.11. A monument 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.
- 5.1.12. In keeping with the cemetery by-laws only one monument shall be erected within the designated space on any lot.
- 5.1.13. Only one flat marker may be placed at the foot of each grave
- 5.1.14. The minimum thickness for flat markers including footstones is 4 inches or 10 cm.
- 5.1.15. No upright monuments or flowerbeds are permitted in Cremation Division

- 5.1.16. All monuments and markers shall be constructed of bronze or natural stone (i.e. granite).
- 5.1.17. No monument or marker shall be delivered to the cemetery prior to the "Foundation Order Form" and the appropriate fee(s) being provided to the cemetery operator.
- 5.1.18. 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.
- 5.1.19. No monument or marker foundations shall be installed after October 31.
- 5.1.20. Markers and footstones of bronze or granite are permitted with size and quantity restrictions according to cemetery by-laws and the placement of such memorials shall not interfere with future interments.
- 5.1.21. Where a cremation marker (over 172 square inches) is to be installed, a cremation vault is required as a base for the marker, instead of a foundation.

5.2. Maximum Monument/Marker Size

Single lot maximum width: 38"

Double lot maximum width: 72"

Three-Grave Lot maximum width: 96" * 58" in Division 8

Four-Grave Lot maximum width: 72"

Cremation lot maximum size: 24" x 24"

Schedule F

6. Pertaining to Care and Planting – General

6.1. 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:

- Re-levelling and sodding or seeding of Lots
- Maintenance of cemetery roads, sewers and water systems
- Maintenance of perimeter walls and fences
- Maintenance of cemetery landscaping
- Maintenance of mausoleum and columbarium
- Repairs and general upkeep of cemetery maintenance buildings and equipment
- No person other than cemetery staff shall remove any sod or in any other way change the surface of the burial lot in the cemetery.
- No person shall plant trees, flower beds or shrubs in the cemetery
- 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.

Schedule G

7. Pertaining to Care and Planting – Flowers

7.1. Size of Flowerbeds on Graves

The length of the flower bed shall be three feet along the monument and the width shall be 18 inches. If the monument is longer than three feet and a request is received to plant beyond three feet, an extra fee shall be assessed on a proportional basis in accordance with the current price list.

Schedule H

8. Items that are Prohibited and Permitted

- 8.1. The cemetery reserves the right to regulate the articles placed on lots 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.
- 8.2. The cemetery reserves the right to disallow or remove quantities of memorial wreaths or flowers considered to be excessive and that diminishes the otherwise tidy appearance of the cemetery.
- 8.3. Memorial wreaths may be placed in the cemetery only between the 1st of August and the 15th of April. In order to prepare the grounds for spring, wreaths must be removed prior to April 15th.
- 8.4. Wreaths not removed by April 15th will be removed and disposed of by the Cemetery without notification.
- 8.5. Benches, flower urns, trellises, artificial flowers with the exception of flower saddles placed on headstones, wood or metal stands are prohibited. Solar lights are permitted within the boundaries of approved flower beds and in flower saddles. Solar lights are not permitted in the grassed areas.

Schedule I

9. Contractor/Monument Dealer

- 9.1. 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.
- 9.2. All cemetery by-laws apply to all contractors and all work carried out by contractors within the cemetery grounds.
- 9.3. 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.
- 9.4. No work will be performed at the cemetery except during the regular business hours of the cemetery.
- 9.5. Contractors shall temporarily cease all operations if they are working within 100 metres of a funeral until the conclusion of the service. The cemetery reserves the right to temporarily cease contractor operations at their sole discretion if the noise of the work being performed by the contractor is deemed to be a disturbance to any funeral or public gathering within the cemetery.
- 9.6. 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.

Schedule J

10. Columbarium

- 10.1. Payment must be made to the cemetery operator before an interment may take place.
- 10.2. Two cremation interments are allowed in each niche.
- 10.3. Only the cemetery operator may open and seal niches for interments. This applies to the inside sealer and the niche front.
- 10.4. To ensure quality control, desired uniformity and standard of workmanship, the cemetery reserves the right to regulate niche inscription fronts or install all lettering, vases, adornments, or any other approved attachment.
- 10.5. No person other than cemetery staff shall remove or alter niche fronts.