

**DRAFT MUNICIPAL BY-LAW –
SUBJECT TO COUNCIL REVIEW AND APPROVAL**

THE CORPORATION OF THE MUNICIPALITY OF THAMES CENTRE

BY-LAW NO. XX-2026

A By-law under the *Funeral, Burial and Cremation Services Act*, S.O. 2002, c. 33, as amended, to provide rules and regulations for the governance and operation of cemeteries under the jurisdiction of the Municipality of Thames Centre.

WHEREAS it is deemed necessary to provide rules and regulations governing the management, maintenance and control of the Cemeteries under the jurisdiction of the Municipality of Thames Centre in order to comply with the *Funeral, Burial & Cremation Services Act*, 2002 S.O. 2002, Chapter 33, and Ontario Regulation 30/11;

AND WHEREAS Section 5(3) of the *Municipal Act*, S.O. 2001, c.25, as amended, provides that a municipal power shall be exercised by By-law;

AND WHEREAS Sections 8, 9 and 11 of the *Municipal Act*, 2001, S.O. 2001, c. 25, as amended, provides that a municipality may govern its affairs as it considers appropriate, and provide any service that the municipality considers necessary or desirable for the public;

AND WHEREAS pursuant to Subsections 224 (c) and (d) of the *Municipal Act*, 2001, S.O. 2001, c. 25, as amended, Council may determine which services the municipality provides and ensure that administrative policies, practices and procedures and controllership policies, practices and procedures are in place to implement the decisions of council;

AND WHEREAS Section 150(1) of Ontario Regulation 30/11 to the *Funeral, Burial and Cremation Services Act*, S.O. 2002, c.33 provides that a cemetery operator may make By-laws governing the operation of a cemetery, and in particular, governing rights, entitlements and restrictions with respect to interment and scattering rights;

AND WHEREAS the Council of The Corporation of the Municipality of Thames Centre deems it desirable to enact a By-law to provide for rules and regulations for governance and operation of cemeteries under the jurisdiction of the Municipality of Thames Centre;

AND WHEREAS no such By-law comes into force and effect until it is filed with the Registrar under the Act, notice of the following is given in accordance with the regulations under the Act and the By-law is approved by the Registrar;

NOW THEREFORE the Council of The Corporation of the Municipality of Thames Centre **HEREBY ENACTS AS FOLLOWS:**

1. Definitions

- 1.1 **Act** and FBCSA means the *Funeral, Burial and Cremation Services Act*, S.O. 2002, c.33 and all amendments thereto together with all Regulations prescribed thereunder.
- 1.2 **Body** means the human remains of a deceased person.
- 1.3 **Burial** means the opening and closing of an in-ground lot or plot for the disposition of a body or cremated remains.
- 1.4 **Burial Permit** means a permit for the disposition of human remains issued by the Division Registrar.
- 1.5 **By-law** means this By-Law and the rules and regulations which govern the operation and governance of cemeteries under the jurisdiction of the Municipality.

- 1.6 **Bronze Plaque** means an ornament of bronze affixed to a columbarium niche.
- 1.7 **Care and Maintenance Fund** means the trust fund in which a percentage of the purchase price of all Interment Rights and set amounts for monument and marker installations is contributed and wherein the interest earned from such fund is used to provide general care and maintenance of lots, plots, markers, monuments and structures at the Cemetery, as required by the *Act*.
- 1.8 **Casket** means a container intended to hold human remains for a funeral, a cremation or interment purposes that is not a vault, burial container, grave liner or an urn.
- 1.9 **Cemetery and Cemeteries** shall mean land(s) set aside and approved for the interment of human remains as set out in Schedule "A" to this By-law which may be updated from time to time as per the Municipality of Thames Centre Operator Licence.
- 1.10 **Cemetery Manager** means the Clerk for the Municipality or their designate, appointed to oversee the Operations of the Cemeteries.
- 1.11 **Cemetery Caretaker** means the person or persons appointed by the Community Services and Facilities Department of the Municipality who maintains the grounds of all Cemeteries, and who opens and closes graves and niches, and represents the Municipality for all interments/inurnments.
- 1.12 **Cemetery Operator** means the Municipality or those designated by it for the purpose of overseeing the Cemeteries.
- 1.13 **Cemetery Price List** means a list of the rates for the supplies and services of the Cemetery as described in the Municipality's most current Fees and Charges By-law, as amended or replaced.
- 1.14 **Columbarium** means a structure designed for the purpose of interring cremated human remains in niches or compartments.
- 1.15 **Contract** means the contract that is required to be signed by a representative of the Cemetery Operator and all purchasers of Interment Rights, and which details the obligations of both parties and acceptance of the By-law.
- 1.16 **Cremated Remains** means all recoverable bone fragments of a body that remain after cremation in a crematorium.
- 1.17 **Defined Flower Bed** means a flower bed free of weeds and grass and created in accordance with this By-law.
- 1.18 **Designate** means the person authorized by the Cemetery Caretaker and/or Cemetery Manager to act on their behalf.
- 1.19 **Disinterment** means removal of human remains, including cremated human remains, from a closed or sealed grave or niche.
- 1.20 **Flat Marker Lot** a single grave space in the Dorchester Union Cemetery located in Section 5, Ranges G-H, Rows 5 to 9, that only allows for flat marker for memorialization.
- 1.21 **Foundation** means the below-ground concrete structure upon which rests the base stone of a monument.
- 1.22 **Full Body Interment** means the interment of human remains which have not been cremated.

- 1.23 **Grave** means an in-ground burial space intended for the interment of a child, adult or cremated human remains
- 1.24 **Human Remains** means a body or the remains of a cremated body.
- 1.25 **Interment** means the burial of human remains and includes the placing of human remains in a lot.
- 1.26 **Interment Rights** means the right to require or direct the interment or inurnment of human remains in a grave/lot or niche and to direct the associated memorialization.
- 1.27 **Interment Rights Certificate** means the document issued by the Cemetery Operator to the purchaser once the interment rights have been paid in full, identifying ownership of the interment rights.
- 1.28 **Interment Rights Holder** means the person who holds the interment rights to inter human remains in a specific lot or niche whether the person be the purchaser of the rights, the person named in the Interment Rights Certificate or such other person to whom the interment rights have been assigned and shall be listed in the records of the Cemetery.
- 1.29 **Inurnment** means the placing of cremated human remains in a Niche.
- 1.30 **Lot** for the purpose of this by-law is a single grave space.
- 1.31 **Marker (Flat)** means any permanent memorial structure that is set flush and level with the ground (not raised) installed within the designated space to mark the location of a burial or lot.
- 1.32 **Memory Wall** means a panel on a Columbarium with drilled holes to affix Memory Wall Plaques.
- 1.33 **Memory Wall Plaque** means an ornament of bronze affixed to a Columbarium Memory Wall for the purpose of memorializing an individual.
- 1.34 **Monument** means any permanent memorial projecting above the ground installed within the designated space to mark the location of a burial or lot.
- 1.35 **Municipality** means the Municipality of Thames Centre.
- 1.36 **Niche** means a sealed compartment in a Columbarium, designed for the inurnment of cremated human remains.
- 1.37 **Plot** for the purpose of this by-law means two or more lots in respect of which the rights to inter have been sold as a unit.
- 1.38 **Public Register** means the register that is required to be made available to the public and contains the information as prescribed under the Act, Ontario Regulation 30/11.
- 1.39 **Registrar** means the Registrar appointed under the Act.
- 1.40 **Regulations** means the regulations made under to the *Funeral, Burial and Cremation Services Act, S.O. 2002, c.33*.
- 1.41 **Small Scale Columbarium** means any permanent memorial structure projecting above the ground level installed within the designated space to mark the location of a burial or lot for the purpose of interring cremated human remains.

- 1.42 **Transferee** means a person wherein the interment rights with respect to a lot(s) or niche(s), have been either transferred or resold to such person.
- 1.43 **Treasurer and Deputy Treasurer** means, respectively, the duly appointed Treasurer and Deputy Treasurer of the Municipality.
- 1.44 **Urn** means any container used to hold cremated human remains.
- 1.45 **Urn Garden** a single grave space in the Dorchester Union Cemetery located in Section 5, Ranges C-D, Row 5, that only allows for flat marker for memorialization and designed for the interment of cremated human remains.
- 1.46 **Vault** means a burial chamber (underground).

2. **General Information**

- 2.1 The Cemetery Operator reserves full and complete control over all cemetery operations and management of the land, buildings, plantings, roads, utilities, books and records of the Cemetery and complete authority to administer this By-law regarding all Cemetery operations.

Anything that is not expressly provided for in this By-law, it is deemed to be not permitted save and except any conflict with the Act.

2.2 **Regular Hours of Operation:**

Municipal Office hours are Monday to Friday. 8:30 a.m. to 4:30 p.m., excluding statutory holidays

The regular visiting hours of all Cemeteries are Monday to Sunday, dawn until dusk.

Interment/Inurnment hours are Monday to Friday, 9:00 a.m. to 3:00 p.m.

There are no winter Interments at the Avon Cemetery. (November 1 – April 30).

2.3 **Interments/Inurnments Outside of Regular Hours of Operation:**

- (a) Interments/Inurnments may be requested to take place between 3:00 p.m. and 4:30 p.m., Monday to Friday, however additional charges will apply, as identified in the Cemetery Price List.
- (b) Interments/Inurnments may be requested to take place on a Saturday or Sunday between the hours of 10:00 a.m. and 1:00 p.m., however additional charges will apply, as identified in the Cemetery Price List.
- (c) Saturday and Sunday Interments/Inurnments are subject to availability of existing scheduling for both Dorchester Union Cemetery and Avon Cemetery.

- 2.4 The Cemetery Operator is committed to protecting the privacy of its Interment Rights Holders. The Municipality collects, uses and discloses personal information as governed by the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56 (“*MFIPPA*”). The Municipality does not share or disclose personal information other than where permitted or required pursuant to MFIPPA. Individuals may request access to their personal information in writing and are responsible for notifying the Cemetery Operator of any changes.

2.5 The Cemetery Operator reserves the right, at its cost, to correct any error that may be made by it in making Interments/Inurnments, in the description of the Lot/Niche, or the transfer or conveyance of any Interment Rights. The Cemetery Operator may, at its sole discretion, either, cancel such grant and substitute other Interment Rights, or substitute a Lot of equal value and similar location, as far as is reasonably possible or refund all money paid on account for such purchase. Notice of any such correction or substitution will be given personally to the Interment Rights Holder. If necessary, notice may be mailed to the Interment Rights Holder or their legal representative, at their last appearing address in the record books of the Cemetery Operator. In the event that any such error may involve the Disinterment of Human Remains or body, the Cemetery Operator shall first obtain the approval of any regulatory authority and the Interment Rights Holder.

2.4 **By-law:** The Cemetery Operator shall be governed by this By-law and the Act, which may be amended or replaced from time to time. To the extent that any particular provision of this by-law is in conflict with the provisions of the Act, the provisions of the Act shall govern and this By-law shall be deemed to have been amended to conform thereto in all respects.

2.5 **By-law Amendments:**

All By-law amendments shall be:

- (a) Published once in a newspaper with general circulation in the Municipality including the locality in which the Cemetery is located;
- (b) Conspicuously posted on a sign at the entrance of the Cemeteries; and
- (c) Delivered to each supplier of Markers who has delivered a Marker to a Cemetery during the previous year, if the By-law amendment pertains to Markers or their installations.

All By-law amendments are subject to the approval of the Registrar, FBCSA, Bereavement Authority of Ontario (BAO).

2.6 **Liability:** The Cemetery Operator will not be held liable for any loss or damage, without limitation (including damage by the elements, Acts of God, or vandals) to any Lot, Plot, Columbarium Niche, Monument, Marker, or other article that has been placed in relation to an Interment Right save and except for direct loss or damage caused by gross negligence of the Municipality.

2.7 **Public Register:** A public register will be maintained and made available to the public during regular Municipal Office hours. An updated Interment register shall be posted annually no later than February 15 of each year.

2.8 **Pets and Other Animals:** Only Human Remains shall be Interred in the Cemeteries and in no case shall the bodies or remains of any pet or other lower animal be placed in any Lot, Grave or Niche or similar in any Cemetery.

2.9 **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 Cemeteries, subject to approval of the Registrar, FBCSA, BAO, where necessary.

3. **Financial**

- 3.1 All fees and charges for Cemetery services, Interment Rights, and related items shall be payable in accordance with the Cemetery Price List, as approved annually by Council for the Municipality upon the recommendation of the Cemetery Manager.
- 3.2 Payment for all purchases and services related to Cemeteries shall be made to the Municipality, as Cemetery Operator, in accordance with the following:
- All Interment Rights, purchases and services shall be paid in full at the time of purchase or scheduling a service;
 - All Interment and Inurnment services shall be paid in full before the Interment or Inurnment takes place.

Payments shall be submitted by cash, cheque or debit, or other approved electronic payment methods. Cheques shall be made payable to "The Corporation of the Municipality of Thames Centre".

- 3.3 All revenue and other monies belonging or pertaining to all Cemeteries shall be remitted to and recorded by the Treasurer and/or Deputy Treasurer.
- 3.4 In accordance with Sections 166 and 168 of Ontario Regulation 30/11 made under the Act, the prescribed portion of the purchase price for interment rights and the prescribed amounts received for Monuments and Markers shall be deposited into the Care and Maintenance Fund. Income from the Care and Maintenance Fund shall be used only for the general care and maintenance of the Cemeteries. Contributions to the Care and Maintenance Fund are non-refundable, except where Interment Rights are cancelled within the thirty (30) day cooling-off period in accordance with the Act.
- 3.5 The Treasurer and/or Deputy Treasurer shall keep such books, accounts and records as are necessary for properly recording and exhibiting all financial matters pertaining to all Cemeteries as required by the Act and municipal policy.
- 3.6 The Treasurer and/or Deputy Treasurer shall maintain, invest, and administer the Care and Maintenance Fund in accordance with the Act, Ontario Regulation 30/11, and any other applicable regulations under the Act or municipal investment policies, insofar as such municipal investment policies do not contravene the Act or regulations thereto.
- 3.7 The Cemetery Manager shall submit an annual operating and capital budget to the Treasurer to be presented to Council for the Municipality for approval. Any annual operating surplus generated from Cemetery operations may be transferred, subject to Council approval, to a Cemetery reserve or reserve fund established by the Municipality for Cemetery purposes. Any annual operating deficit may be funded from the Cemetery reserve or other reserve fund, subject to available capacity, Council approval, and the Municipality's applicable financial policies and budgetary practices. The investment of reserve funds shall be carried out only in accordance with the Municipality's applicable investment policies and legislative requirements.

4. **Sale of Interment Rights**

- 4.1 Purchasers of Interment Rights acquire only the right to direct the Interment or Inurnment of Human Remains, and the installation of Monuments, markers and inscriptions, subject to the conditions set out in this Cemetery By-law.

No Interment, Inurnment, 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 property or any interest in land of any kind or nature. An Interment Rights Holder wishing to resell their Interment Rights shall advise the Cemetery Operator of their intention prior to seeking a third-party buyer for their Interment Rights.

- 4.2 All prices for Cemetery Lots and services shall be set out in the Cemetery Price List. Prices for Lot(s) shall include the applicable portion for deposit to the Cemetery's Care and Maintenance Fund.
- 4.3 The portion of monies received for Interment Rights specific to the Cemetery Care and Maintenance shall be held by the Treasurer for a period of thirty (30) days as prescribed by the Act. The Municipality shall keep separate Care and Maintenance accounts for each Cemetery.
- 4.4 The Cemetery Operator shall, after the thirtieth (30th) day but before sixty (60) days, transfer the Care and Maintenance portion of monies received for Interment Rights into the Cemetery Care and Maintenance Fund.
- 4.5 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 purchaser will receive:
 - (a) a copy of the Contract for Purchase of Interment Rights;
 - (b) a copy of the Cemetery By-law;
 - (c) a copy of the current Cemetery Price List; and
 - (d) The BAO's publication "A Guide to Death Care in Ontario", also known as the "Consumer Information Guide."

The Interment Rights Certificate will be forwarded to the person(s) listed as the Interment Rights Holder(s) in the contract, after full payment is received.

- 4.6 In order for the Contract for Purchase of Interment Rights to be valid, it must be signed and dated by both the Purchaser and the duly appointed representative of the Cemetery Operator.
- 4.7 The Interment Rights Certificate shall specify:
 - (a) the name of the Interment Rights Holder,
 - (b) the size of the Lot
 - (c) the location of the Lot;
 - (d) the date of purchase;
 - (e) the amount paid for the Lot;
 - (f) the amount to be deposited in the Care and Maintenance Fund;
 - (g) a statement regarding transfer/resale restrictions of said Interment Rights;

and shall be subject to the provisions of the Act. and the Ontario Regulations in effect thereunder and to this By-law all as may be amended or replaced from time to time.

- 4.8 The purchaser of Interment Rights shall be provided with a Contract, at the time the Contract is made, which shall indicate:

- (a) the name, address and telephone number of the Cemetery Operator;
- (b) the Cemetery Operator's licence number as provided by the Registrar;
- (c) the Contract reference number;
- (d) the date Interment Rights were purchased;
- (e) the name, address and telephone number of the purchaser;
- (f) the name, address and telephone number of the Interment Rights Holder;
- (g) the location and dimensions of the Lot(s) being purchased;
- (h) the number and type of Interments/Inurnments permitted in each Lot/Niche;
- (i) the purchase price including an itemized breakdown of Cemetery supplies and services charges and all applicable taxes;
- (j) the amount being set aside for the Care and Maintenance Fund;
- (k) the existence of a By-law that governs the operation of the Cemetery and includes restrictions on Interment Rights in the Cemetery
- (l) any limitations or restrictions on exercising the Interment Rights; and
- (m) any limitations with respect to Markers, Lot decorations and private structures.

4.9 A Contract for the provision of licensed Cemetery supplies or services is not enforceable by the Cemetery Operator unless,

- (a) the Contract is written, signed by both parties and complies with the Act and this By-law;
- (b) the Contract sets out the purchaser's cancellation rights under the Act;
- (c) the Contract sets out all the Cemetery supplies and services to be provided and the price charged for each of them;
- (d) the Operator delivers a signed copy of the Contract to the purchaser in the prescribed manner; and
- (e) in the case of a Contract for the purchase of Interment Rights, the Cemetery Operator delivers to the purchaser,
 - 1) a copy of this By-law of the Municipality and written notice as to whether the By-law of the Municipality permits the purchaser to resell the Interment Rights to a third party, and
 - 2) a description of the location of the Lot that is purchased.

4.10 The Cemetery Operator shall not reserve Lots for future purchase.

4.11 A Bronze Plaque is required to be purchased at the time of purchase of a Niche in a Columbarium.

4.12 The Interment Rights Holder shall notify the Cemetery Operator in writing within thirty (30) days of any changes in their mailing address.

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

5.1 **Cancellation of Interment Rights within 30-Day Cooling-Off**

Period: The purchaser of Interment Rights 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.

5.2 **Notice of Resale and Transfer of Interment Rights:** The Cemetery Operator permits an Interment Rights Holder to sell or transfer their Interment Rights to a third party, at no more than the current price listed on the Cemetery Price List, as long as the sale or transfer is

conducted through the Cemetery Operator and the purchaser meets the qualifications and requirements as outlined in this By-law.

- 5.3 **Resale of Interment Rights after 30-Day Cooling-Off Period:** Unless the Interment Rights have been exercised the purchaser retains the right to 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 Rights shall be in accordance with the requirements of this By-law, as amended or replaced from time to time, and in keeping with the Act.

If any portion of the Interment Rights in relation to a specific Lot has been exercised, the purchaser, or the Interment Rights Holder(s) is not entitled to re-sell the Interment Rights in relation to that specific Lot.

5.4 **Requirements for Resale of Interment Rights:**

- (a) The Interment Rights Holder(s) intending to sell their rights shall provide the following documents to the Cemetery Operator so that the Cemetery Operator can confirm the ownership of the rights and provide the third-party purchaser with the below:
- (1) an Interment Rights Certificate endorsed by the current Rights Holder or a new one;
 - (2) a written statement of the number of Lots that have been used in the Plot and the number of Lots that remain available, as applicable;
 - (3) any other documentation in the Interment Rights Holder(s) possession relating to the rights.
- (b) The third-party purchaser will be provided with the following documents by the Cemetery Operator:
- (1) an Interment Rights Certificate endorsed by the current rights holder or new one;
 - (2) a copy of this By-law as amended or replaced from time to time;
 - (3) a copy of the Cemetery's current Price List;
 - (4) a written statement of the number of Lots that have been used in a Plot and the number of lots that remain available, as applicable; and
 - (5) any other documentation in the Interment Rights Holder(s) possession relating to the rights.
- (c) The Cemetery Operator will require:
- (1) the following Resale Endorsements completed and signed:
 - Rights Holder(s) Endorsement of Resale;
 - Acknowledgement of Transferee(s); and
 - Cemetery Operator Acknowledgement and Acceptance of the Resale.
 - (2) confirmation that the person selling the Interment Rights is the person registered on the Cemetery records and that they have the right to re-sell the Interment Rights;
 - (3) a statement of any money owing to the Cemetery Operator in respect to the Interment Rights.

- 5.5 Once the endorsed Interment Rights Certificate and all required information has been received by the Cemetery Operator from the

rights holder(s), the Cemetery Operator will issue a new Interment Rights Certificate to the third-party purchaser.

- 5.6 Upon completion of Section 5.4 and 5.5, the third-party purchaser or Transferee(s) shall be considered the current Interment Rights Holder(s) of the Interment, and the resale or transfer of the Interment Rights shall be considered final in accordance with this By-law as amended or replaced from time to time and the Act.
- 5.7 The Cemetery Operator shall charge an administration fee for the resale or transfer of Interments Rights in accordance with the current Cemetery Price List. The administration fee is due at the time of resale or transfer.
- 5.8 **Repurchase of Interment Rights:** The Cemetery Operator does not prohibit the resale of an Interment Rights and may repurchase the Interment Rights from the Rights Holder(s) if the Cemetery Operator so desires and may negotiate a purchase price so long as the seller acknowledges being aware of the Cemetery Operator's current Cemetery Price List amount for Interment Rights.

The Cemetery Operator shall not repurchase the Interment Rights of any Lot or Plot wherein the rights have been exercised. The Cemetery Operator shall not repurchase the Interment Rights of any lot or plot wherein a Monument/Marker is installed on said Lot or Plot, unless the Interment Rights Holder removes such Monument/Marker at their own expense prior to the repurchase.

- 5.9 All arrears due for Care and Maintenance in relation to such Interment Rights must be paid on Lots sold prior to January 1, 1955 before the Cemetery will endorse the resale to a third party. The fee for Care and Maintenance of these Lots is determined by the Cemetery Price List.

6. **Transfer Of Lots**

- 6.1 For the purposes of this section, 'Transfer' means a gift, a bequest or devolution under a will, but not a resale of Interment Rights. The Cemetery reserves the right to require the production of an original or notarial copy of the Will or Certificate of Appointment of Estate of Trustee or other evidence sufficient to prove ownership or authority to deal with the Interment Rights.
- 6.2 To ensure the correctness of records of ownership and Interments/Inurnments, no transfer of any Lot/Niche or interest therein shall be binding upon the Cemetery Operator until a Transfer Form and such other particulars as may be necessary for proper identification is completed and given to the Cemetery Operator. Upon receipt of the Transfer Form and other documentation as required, and payment of a fee, the transfer shall be made and a new Interment Rights Certificate issued to the Transferee along with a copy of this By-law as amended or replaced from time to time and current Cemetery Price List.
- 6.3 No transfer shall be made until all arrears due for Care and Maintenance for such Interment Rights have been paid on Lots sold prior to January 1, 1955. If there is no record of payment, the amount shall be deemed unpaid.
- 6.4 In the case of a transfer, the Cemetery Operator or designate must confirm that all Lot(s) transferred are usable prior to an Interment Rights transfer taking place. A fee may be incurred for staff time to confirm there are no existing Interments or Memorialization on said Lot(s), as determined by the current Cemetery Price List.

7. **Interments/Inurnments**

- 7.1 The Interment Rights Holder(s) must complete an Order for Interment Form prior to a Burial taking place. Should the Interment Rights Holder be deceased, the Order for Interment Form shall be completed by the person authorized to act on behalf of the Interment Rights Holder, i.e. Personal Representative, Estate Trustee, Executor or Next of Kin.
- 7.2 When Interment Rights are held jointly by two or more persons, an Order for Interment Form shall be required from all living Rights Holder(s) or their authorized representative.
- 7.3 Verbal orders for interments/inurnments shall be accompanied by a completed Order for Interment Form prior to an interment/inurnment taking place.
- 7.4 The Municipality shall not be responsible for any errors on the Order for Interment Form and shall not be responsible for any errors or misunderstandings that may arise on verbal orders.
- 7.5 An Authorization Form shall be completed for a request for an Interment/Inurnment in the event that the Interment Rights for a Lot/Niche are not recorded under the deceased's name.
- 7.6 A Burial Permit issued by a Registrar General (or equivalent document for deaths that occurred outside of the province of Ontario) must be provided to the Cemetery Manager or Cemetery Operator or designate prior to a Burial taking place. An original Certificate of Cremation must be submitted to the Cemetery Manager or Cemetery Operator or designate prior to an Interment/Inurnment of Cremated Remains taking place.
- 7.7 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 register prior to each Interment/Inurnment.
- 7.8 Persons requesting an Interment/Inurnment shall be held responsible for all charges incurred. The Interment/Inurnment fees include the opening and closing of a Lot/Niche. Rates with such fees may be adjusted from time to time, as reflected on the current Cemetery Price List without prior notice by the Cemetery Operator.
- 7.9 Where Interment Rights sold or transferred before 1955 did not include a payment for the purpose of maintaining the Cemetery, the Cemetery Operator may charge the Interment Rights Holder a sum for Care and Maintenance of the Cemetery in accordance with the Act and regulations, and no Interment shall be permitted pursuant to those rights until and unless such sum has been paid in full.
- 7.10 Where Lots were purchased prior to 1955 and Care and Maintenance has been paid on said Lot; or where there is no record of date of purchase or record that Care and Maintenance has been paid, a fee, as determined by the Cemetery Price List, will be charged as the case may be either at the time of first Interment or at the time of transfer/resale of said Lot. This fee shall be deposited to the Care and Maintenance Fund.
- 7.11 Any person(s) who wishes to make arrangements for an Interment/Inurnment shall give the following notice to the Cemetery Operator:

Dorchester Union Cemetery:

At least 2 business days in advance, except under special circumstances.

Avon Cemetery:

At least 3 business days in advance, except under special circumstances.

The Cemetery Operator cannot be responsible for having Lots prepared for Burials unless such notice has been provided.

- 7.12 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 Operator's control, a Burial cannot be made at the scheduled time or day, the Burial shall be completed as soon as possible at a later mutually agreeable time or day.
- 7.13 No Interment/Inurnment shall be made on Statutory Holidays, except upon receipt of a Coroner's Certificate stating that a Burial must be made within twenty-four (24) hours of the death in accordance with the regulations of the Ontario Ministry of Health for control of communicable diseases.
- 7.14 The opening and closing of Graves and Niches may only be conducted by Cemetery Caretaker, or those designated to do work on behalf of the Cemetery Operator.
- 7.15 Cremated Remains shall not be permitted to be scattered on a Grave.
- 7.16 Dorchester Union Cemetery:

Not more than one (1) Full Body Interment shall be permitted in a Lot or Flat Marker Lot. One (1) Full Body Interment and one (1) Cremation Interment are permitted in any Lot or Flat Marker Lot; or up to four (4) Cremation Interments may be permitted in any Lot or Flat Marker Lot. Two (2) cremation interments are permitted in each Lot in the Urn Garden.

Avon Cemetery:

Not more than one (1) Full Body Interment shall be permitted in a Lot. One (1) Full Body Interment and one (1) Cremation Interment are permitted in any Lot; or up to two (2) Cremation Interments may be permitted in any Lot.

- 7.17 Where cremated remains are the first interment in the Lot or Flat Marker Lot, these remains shall be placed in "Cremation Position 1" which is the burial spot closest to the head of the Lot/Flat Marker Lot. This is to accommodate any future Full Body Interments and mitigate the need for potential disinterment.
- 7.18 Where cremated remains have been interred as the first interment without being placed in "Cremation Position 1", all attempts will be made to locate and temporarily remove urns to facilitate casket burials. 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 Interment will be temporarily stored in a secure location, which will be documented by the Cemetery Operator.
- 7.19 Human Remains to be buried in a Lot or Flat Marker Lot must be enclosed in a Casket, sealed securely, and of sufficient strength to

permit the Burial with the container remaining intact. The Casket must be of a size to permit a Burial within the size of the Lot.

- 7.20 Vaults are highly recommended for all Full Body Interments in all Cemeteries.

Vaults may be used for Cremation Interments in all Cemeteries, if requested.

Dorchester Union Cemetery:

The Municipality requires vaults for Section 5 and Section 6 of the Cemetery, however Sections 1 to 4 are declared “No Vault” sections. If vaults are to be used for Sections 1 to 4, the Funeral Directors may be required to keep vault sizes to standard or oversize as the placement of jumbo vaults or any vaults larger than oversize may jeopardize a future burial in an adjacent lot.

Avon Cemetery:

There is no requirement for vaults at the Avon Cemetery.

- 7.21 Urn vaults with exterior dimensions larger than 15” in length x 15” in width x 18” in height will be considered a full burial.
- 7.22 An Urn may be placed inside a Casket to be Interred, however, a fee will be required for one (1) Full Body Interment and one (1) Cremation Interment at the same time, as determined by the current Cemetery Price List.
- 7.23 For all Full Body Interments, the party conducting the burial shall provide and operate the required lowering devices and artificial grass. Such equipment may be owned by the party or obtained through lease from a third-party supplier.
- 7.24 The Cemetery Caretaker or designate will be in attendance at each Interment/Inurnment in all Cemeteries.
- 7.25 The Cemetery Operator will exercise all due care when making Interments and Disinterments, but it is not responsible for damage to any Casket, Urn or other container sustained during Interment or Disinterment.
- 7.26 Where no Interment has been made in a Lot for more than fifty (50) years, the Municipality may proceed to repossess the unused lot in accordance with the Act.

8. **Disinterments**

- 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 local medical officer of health has been notified. A certificate from the local medical officer of health must be received at the Municipal 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. Human Remains of persons who died from a communicable disease may be removed only with the consent of the local medical officer of health or other public official having authority.
- 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). In such cases, the Cemetery

Operator shall, to the extent reasonable and possible, provide written notice to the Interment Rights Holder and/or next of kin.

- 8.3 Any person(s) who wishes to make arrangements for a Disinterment shall give three (3) days' written notice to the Cemetery Operator so that arrangements can be confirmed with the Middlesex-London Health Unit.
- 8.4 When a Disinterment is to take place, the Cemetery Caretaker or designate is responsible to open the Grave and the Funeral Director retained for the purpose of the Disinterment is responsible to Disinter the Body.

9. **Columbaria Regulations**

- 9.1 No Inurnment shall be made without permission from the Interment Rights Holder or a person authorized to act on the Holder's behalf.
- 9.2 No Inurnment shall be permitted until all payments due to the Cemetery have been made.
- 9.3 Niches will be opened only by the Cemetery Caretaker or those designated to do work on behalf of the Cemetery Operator and sealed by them after an Inurnment is made.
- 9.4 No person other than the Cemetery Caretaker or those designated to do work on behalf of the Cemetery Operator shall remove or alter Niche fronts.
- 9.5 Two (2) Cremated Remains are allowed to be placed in each Niche as long as the Urn(s) comply with the dimensions of the Niche.
- 9.6 Any Urn which cannot be contained within the Niche shall not be Interned.
- 9.7 Flowers, wreaths and designs placed against or near any part of the Columbaria will be removed. No glass vases or other breakable items are allowed to be placed in the Columbaria. Nothing is to be attached to the face of the Columbarium other than the Bronze Plaque purchased for each Niche.
- 9.8 In the event of damage to the Columbaria, a Niche or the facing thereof caused by someone other than an Interment Rights Holder or a contractor or other individual acting under his or her instructions, the Cemetery Operator shall repair or replace the damaged property with material of like kind and quality, but if the material of like kind and quality is not obtainable, the Cemetery Operator may select other material which is as similar as possible to the material which has been damaged and destroyed and which is capable of performing the same function. The Cemetery Operator shall not be responsible for any delay beyond its reasonable control in obtaining the material and completing the required repairs or replacement.
- 9.9 Cremation Monuments/Small Scale Columbaria (Cremation Monuments) are not permitted in the Cemeteries.

10. **Monuments And Markers**

- 10.1 For the installation of any Monument or Flat Marker, a Foundation or Marker Order Form must be completed, including the proposed location, dimensions, material of structure, and inscription information.

- 10.2 No Memorial or other structure shall be erected or permitted on a Lot until all charges have been paid in full, including the Care and Maintenance fee and the Foundation installation fee for Monuments, including contract confirmation for said Monument.
- 10.3 The Cemetery Operator reserves the right to determine the maximum size of Monuments/Markers, their composition, their number and their location on each Lot with the following conditions:

Dorchester Union Cemetery:

- (a) all Monuments/Markers must be of a size that would not interfere with any future Interments;
- (b) all Monuments/Markers shall face east;
- (c) not more than one (1) upright Monument and one (1) flat Marker shall be permitted on a Lot;
- (d) all Monuments and Markers shall be constructed of bronze or natural stone (i.e. granite);
- (e) Monuments:
 - i. Monuments shall be placed at the head of the Lot;
 - ii. on a single Lot, the base of a Monument shall not exceed two-thirds ($\frac{2}{3}$) the width of the Lot on which the Monument is being erected;
 - iii. on a double Lot, the width of a Monument base shall not exceed two-thirds of the combined width of the two Lots.
 - iv. on multiple lots (three, etc.), the width of a Monument base shall not exceed two-thirds of the combined width of all lots.
 - v. no Monument, including the base, shall exceed four feet (4') in height;
 - vi. no Monument shall exceed sixteen inches (16") in length;
 - vii. no Monument shall be permitted to be erected in the area designated for "Flat Markers" (Flat Marker Lot/Urn Garden);
 - viii. only the surname may be permitted on the back of a Monument. Except, in the instance wherein an Interment Rights Holder has the Interment Rights to Lots that are back to back, then additional details may be allowed on the back of the Monument with the approval of the Cemetery Manager.

(f) Flat Markers:

- i. a flat Marker may be placed at the head of a lot provided there is no monument erected on said Lot;
- ii. a flat Marker may be placed at the foot of a Lot that contains an existing Monument provided it does not exceed two-thirds ($\frac{2}{3}$) the width of the Lot(s), including the casing or cement border, on which the marker is being installed;
- iii. on a single or double Lot, including the Flat Market Lots section, a flat Marker shall not exceed two-thirds ($\frac{2}{3}$) the width of the Lot(s), including the casing or cement border, on which the Marker is being installed;
- iv. a flat Marker placed at the head of a Lot shall not exceed sixteen inches (16") in length;
- v. a flat marker placed at the foot of a lot shall not exceed fourteen inches (14") in length;
- vi. only one (1) flat Marker is permitted to be installed in the area designated for "Flat Markers" (Flat Marker Lots/Urn Garden) and shall be installed at the head of the Lot;
- vii. the maximum size of flat Markers in the Urn garden, shall not exceed 24" x 12", including the casing or cement border;
- viii. all Markers are to be flat on top and set level with the ground so that a lawn mower can pass safely over them and shall be set in the ground by the Cemetery Caretaker or designate, or the

Monument dealer/supplier in accordance with Cemetery specifications;

- x. the minimum thickness for flat Markers including footstones is four inches (4") or ten centimetres (10 cm);

Avon Cemetery

- (g) all Monuments/Markers must be of a size that would not interfere with any future Interments;
- (h) All Monuments located on the west side shall face east, and all Monuments located on the east side shall face west.
- (i) not more than one (1) upright Monument and one (1) Flat Marker (at the foot of the Grave) shall be permitted on a Lot;
- (j) all Monuments and Markers shall be constructed of bronze or natural stone (i.e. granite);

(k) Monuments:

- j. Monuments shall be placed at the head of the Lot;
- ii. on a single Lot, the base of a Monument shall not exceed two-thirds (2/3) the width of the lot on which the Monument is being erected;
- iii. on a double Lot, the width of a Monument base shall not exceed two-thirds of the combined width of the two Lots.
- iv. on multiple Lots (three, etc.), the width of a Monument base shall not exceed two-thirds of the combined width of all lots.
- v. no Monument, including the base, shall exceed four feet (4') in height;
- vi. no Monument shall exceed sixteen inches (16") in length;
- viii. only the surname may be permitted on the back of a Monument. Except, in the instance wherein a Rights Holder has the Interment Rights to Lots that are back-to-back, then additional details may be allowed on the back of the Monument with the approval of the Cemetery Manager.

(l) Flat Markers:

- i. a flat Marker may be placed at the head of a Lot provided there is no Monument erected on said Lot;
- ii. a flat Marker may be placed at the foot of a Lot that contains an existing Monument provided it does not exceed two-thirds (2/3) the width of the Lot(s), including the casing or cement border, on which the Marker is being installed;
- iii. on a single or double Lot, a flat Marker shall not exceed two-thirds (2/3) the width of the Lot(s), including the casing or cement border, on which the Marker is being installed;
- iv. a flat Marker placed at the head of a lot shall not exceed sixteen inches (16") in length;
- v. a flat Marker placed at the foot of a lot shall not exceed fourteen inches (14") in length;
- vii. all Markers are to be flat on top and set level with the ground so that a lawn mower can pass safely over them and shall be set in the ground by the Cemetery Caretaker or designate, or the Monument dealer/supplier in accordance with Cemetery specifications;
- x. the minimum thickness for flat Markers including footstones is four inches (4") or ten centimetres (10 cm);

10.4 No Monument shall be delivered to a Cemetery for installation until the Monument Foundation has been completed and the Monument/Marker retailer has been notified by the Cemetery Operator.

10.5 In the event that a Monument, Foundation or natural obstruction located on a Lot prevents a Full Body Interment from taking place, only Cremated Remains shall be permitted to be Interred on such Lot unless

the Interment Rights Holder elects to remove, at their own expense, the Monument or Foundation necessary to permit the interment of casketed Human Remains. Where a natural obstruction cannot reasonably be removed and prevents a Full Body Interment from occurring, the Cemetery Operator shall offer the Interment Rights Holder an alternative Lot of equal or greater value, at no additional cost to the Interment Rights Holder, to accommodate the Full Body Interment.

- 10.6 No free standing wooden memorial crosses (†) shall be permitted to be installed on any Grave.
- 10.7 No cornerstones shall be permitted to be installed on any Grave.
- 10.8 No Monument, footstone, Marker or Memorial of any description shall be placed, moved, altered, or removed without permission from the Cemetery Operator.
- 10.9 When any Monument, footstone, Marker or Memorial, of any kind, is to be removed, or any inscription made or cleaning done, permission shall be obtained from the Cemetery Manager.
- 10.10 Minor scraping of the Monument base of an upright Monument due to grass/lawn maintenance is considered to be regular wear.
- 10.11 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.
- 10.12 The Cemetery Operator does not accept any responsibility or liability for a picture, photograph or monument should a picture or photograph become lost, faded, cracked, damaged or needs to be removed.
- 10.13 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 to remove the risk.
- 10.14 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 Cemetery Operator.
- 10.15 Any contractor performing work at the Cemetery at the request of any person who damages any Lot, Monument, Marker or other structure, or otherwise does any injury in the cemetery, shall be personally responsible for such damage or injury and in addition thereto, his/her employers shall be liable.
- 10.16 All work done by Monument/Marker dealers should be done during regular office hours of the Cemetery, unless special permission is obtained from the Cemetery Manager.

11. **Foundation Work**

- 11.1 A concrete Foundation shall be required for all upright Monuments.
- 11.2 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.
- 11.3 Foundation work will be completed two times per year in all cemeteries (generally Spring and Fall). This is subject to the discretion of the

Cemetery Caretaker (e.g. insufficient number of Foundation orders received or other circumstances preventing this work from being completed).

- 11.4 The Foundation shall be built in the designated space and in the exact dimensions of the monument base. If incorrect dimensions have been given on the Foundation Order Form, signed by the Interment Rights Holder or a person authorized to act on the Holder's behalf, and/or the Monument supplier, the Foundation will be removed and rebuilt or modified by the Cemetery Caretaker or those designated to do work on behalf of the Cemetery Operator at the expense of the Interment Rights Holder or person acting on behalf of the Holder.
- 11.5 The charges for the construction of Foundations are identified in the Cemetery Price List.

12. **Care Of Lot(s)**

- 12.1 As per Section 93 of O. Reg 30/11, income from the Care and Maintenance Fund shall be expended to maintain, secure and preserve the Cemeteries, including its grounds, buildings, structures and Markers and the equipment used to maintain, secure and preserve the Cemeteries.
- 12.2 The Cemetery Operator reserves the right to regulate the articles placed on Lots or Plots, including those that pose a threat to the safety of all Interment Rights Holders, visitors to the Cemetery, Cemetery Contractors or his/her assistant or those designated to do work on behalf of the Cemetery Operator; prevents the Cemetery Operator 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.
- 12.3 No person shall plant trees, Flower Beds or shrubs in cemeteries except with the approval of the Cemetery Operator.
- 12.4 All Lots and Plots shall be maintained and kept properly graded, sodded and mown by the Cemetery Caretaker or designate.
- 12.5 Trees or shrubs (dwarf or ornamental type) are permitted on Lots and Plots when planted on the Monument line under the direction of the Cemetery Manager provided that the shrubs/trees, etc. are maintained. The height of such shrubs/trees shall at no time exceed .91 metres (3 feet) above adjacent ground level. If, the planted shrubs/trees are not maintained (i.e. not trimmed, watered, etc.) the Cemetery Caretaker or designate assistant has the authority to remove any such neglected shrubs and/or trees and may be at the expense of the Interment Rights Holder.
- 12.6 The diameter of such shrubs and/or ornamental trees at their widest point, including foliage shall at no time obstruct adjacent Lots.
- 12.7 If any trees or shrubs situated in the boundaries of any Lot shall have become by means of their roots, limbs or branches or in any way, detrimental to the adjacent Lots, drains, roads or walks, or prejudicial to the appearance of the ground or inconvenient to the public, the Cemetery Caretaker or designate may remove such trees or shrubs or parts thereof.
- 12.8 No person other than the Cemetery Caretaker or designate shall cut or remove any sod or in any other way change the surface of the burial Lot in the Cemetery. In the event of any such change, the Cemetery Operator may restore the Lot to its original grade at the expense of the Interment Rights Holder.

- 12.9 No unauthorized person shall move Grave Markers in the Cemeteries.
- 12.10 Borders, fences, railing, cut-stone coping and hedges in or around Lots are not permitted, except that borders to protect flowers can only be installed by permission of the Cemetery Manager. The borders around Flower Beds shall not exceed the width of the Monument/Marker base located at the head of a Grave and must not exceed 50.8 cm (20 inches) distance from the Monument/Marker base. The Cemetery Operator shall not be responsible for such borders installed or for damage to such borders by lawn mowing or trimming equipment.
- 12.11 All moon rays and other free-standing articles shall be placed in a defined Flower Bed to allow the Cemetery Caretaker or designate to perform general Cemetery operations in an effective and efficient manner.
- 12.12 Moon rays and other free standing articles in the Dorchester Union Cemetery shall not be permitted in the Flat Marker Lot Section or in the Urn Garden and shall be removed by the Cemetery Caretaker or designate.
- 12.13 Flat Markers with a vase affixed thereto, shall be permitted in all Cemeteries, however if this type of Marker is placed at the foot of a Lot, (or in the Flat Marker Lot section or Urn Garden in the Dorchester Union Cemetery), the vase shall only be allowed to be raised one (1) week before and one (1) week after Decoration Day (Father's Day) for all Cemeteries. The vase must be lowered during the remainder of the year for maintenance purposes.
- 12.14 Nails, wires, glass or breakable pottery/ornamental containers/articles, or any other material that creates a hazard to workers and to visitors when neglected or broken shall not be permitted in the cemetery. The Cemetery Caretaker or designate shall have the authority to remove any neglected containers/articles deemed to be creating a hazard.
- 12.15 Candles, incense and flammable articles shall not be permitted in the Cemeteries.
- 12.16 The Cemetery Operator shall not be responsible for loss or damage to any articles left upon any Lot or Plot.
- 12.17 Rubbish shall not be thrown on roads, walks, or any part of the grounds or buildings. Receptacles are provided at convenient locations within the premises for the deposit of weed, decayed flowers, plants, etc.
- 12.18 When necessary, the Cemetery Caretaker or designate shall lay wooden planks on the burial Lots and paths to protect the surface from damage of heavy equipment when undertaking required work within the Cemeteries.

13. **Care Of Lots - Flowers**

- 13.1 A Flower Bed should not be created if it is unable to be maintained. All Flower Beds are required to be maintained. If a Flower Bed is created and then unable to be maintained, the Flower Bed should be removed. The Cemetery Caretaker or designate shall have the right to remove a Flower Bed if it is not being maintained.
- 13.2 Flower Beds shall be permitted in front of upright Monuments and Markers located at the head of Lots but must not exceed 50.8 cm (20 inches) distance from the Monument/Marker base. Beds are not to exceed the Monument/Marker width. Planting of borders around lots is prohibited.

- 13.3 Flower Beds/plants/shrubs, etc. shall not be permitted behind the Monument as the rights to this area may belong to other individuals or the Cemetery Operator. Exceptions may apply to those who hold the rights to consecutive Lots only upon written approval by the Cemetery Manager.
- 13.4 In the Dorchester Union Cemetery, flowers, Flower Beds, flowerpots, or shrubs, etc. shall be prohibited on Lots designated for Flat Markers (Flat Marker Lots/Urn Garden).
- 13.5 Flowers placed on a Grave for a funeral shall be removed by the Cemetery Caretaker or designate after a reasonable time to protect the sod and maintain the tidy appearance of the Cemeteries.
- 13.6 In the event that a Flower Bed located on a Lot impedes a Full Body Interment, the Cemetery Caretaker or designate shall have the right to remove such Flower Bed. It is the responsibility of the lot owner to replace such Flower Bed if desired.
- 13.7 Any shrubs or flowers not attended to by June 1st of each year may be cleaned up/removed by the Cemetery Caretaker or designate. All annual flowers must be removed or cleaned up, and flower vases must be removed or turned down by October 15th of each year.
- 13.8 No glass containers shall be used for flowers.
- 13.9 Artificial flowers, artificial wreaths without glass covers, potted plants, etc. are permitted to be placed on a Lot after November 15th of each year. Artificial wreaths must be securely fastened to the Monument, or where there is no Monument, mounted on a stand of at least 76.20 (30 inches) high securely anchored to the ground.
- 13.10 To preserve the proper appearance of the grounds, artificial wreaths, flower arrangements and potted plants placed on a Lot must be removed before April 1st of each year, otherwise the Cemetery Caretaker or designate will remove and dispose of them.
- 13.11 The Cemetery Operator reserves the right to remove all flowers, potted plants, wreaths and baskets of flowers when they become withered or unsightly, or for any other reasons such removals are in the best interest of the Cemeteries.

14. **Tree Dedication Program**

- 14.1 A person wishing to participate in the Tree Dedication Program must complete a 'Tree Planting Dedication Program' Form and pay the required fee in accordance with the Cemetery Price List at the time of purchase.
- 14.2 The Tree Dedication Program includes the planting of one (1) tree and the installation of a 6" x 14" flat marker, at the discretion of the Cemetery Manager.
- 14.3 The tree shall be planted and the marker installed by the Cemetery Caretaker or designate.
- 14.4 The Tree Dedication Program includes the cost to replace a tree, if necessary, at the discretion of the Cemetery Manager.
- 14.5 Trees for this program shall only be planted in the spring and/or fall of every year, where deemed necessary.

15. **Contractor Provisions**

- 15.1 This By-law applies to all contractors and all work carried out by contractors within all cemeteries.
- 15.2 Any contractor who damages any Lot, upright Monument, Marker or other structure, or otherwise does any injury in a cemetery shall be personally responsible for such damage or injury and in addition thereto, his/her employers shall be liable.
- 15.3 Contractors, Monument dealers and suppliers shall not enter the Cemeteries in the evening, weekends or statutory holidays, unless approval has been granted by the Cemetery Operator.
- 15.4 No work will be performed at the Cemeteries except during the regular business hours of the Cemetery, unless approval has been granted by the Cemetery Operator.
- 15.5 Contractors shall temporarily cease all operations if they are working within 100 metres of a funeral until the conclusion of the service. The Cemetery Operator reserves the right to temporarily cease contractor operations at their sole discretion if the noise of the work being performed by the contractor is deemed to be a disturbance to any funeral or public gathering within the Cemeteries.
- 15.6 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.
- 15.7 Any contractor who has been requested by an Interment Rights Holder to perform any type of work is required to contact the Cemetery Manager for permission to perform such work.
- 15.8 Contractors performing work at a Cemetery for or at the request of any person must provide to the Cemetery Manager proof of commercial general liability insurance, and automobile insurance upon such terms with limits and coverage acceptable to the Cemetery Operator, and W.S.I.B. coverage, and must comply with all applicable workplace safety and environmental legislation. Each contractor performing any work or activities at a Cemetery shall provide of all such insurance coverage to the Cemetery Operator upon request and prior to commencement of such work or activities. Failure to provide such policies of insurance will result in denial of a request for permission made by a contractor to perform any work.
- 15.9 Each contractor shall execute any document or instrument reasonably required by the Cemetery Operator, prior to commencing any work or activities at a Cemetery, agreeing to indemnify and hold the Municipality harmless from any claims, actions, causes of action, losses, expenses, fines, damages, injury (including death) of every nature and kind arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or wilful misconduct of the contractor or of anyone it is responsible for at law in any way related to access to or work performed at the Cemetery. Such indemnity shall be in addition to and not in lieu of any proof of insurance and WSIB status and compliance.
- 15.10 Where the Cemetery Manager has received a request by an Interment Rights Holder to perform miscellaneous/custom work (i.e. removal of shrubs, etc.), this work shall be recorded by the Cemetery Manager or his/her designate and the Rights Holder will be invoiced for the work completed as set out in the current Cemetery Price List (i.e. materials supplied and the amount of time spent by the Cemetery Caretaker or designate to conduct the work).

16. **Rules For Visitors**

- 16.1 All visitors should conduct themselves in a quiet manner that shall not disturb any service being held.
- 16.2 Any person disturbing the quiet and good order of the cemetery by noise or other improper conduct or who violates these rules, shall be expelled from the grounds.
- 16.3 The Cemetery Caretaker and/or designate are empowered to preserve order and decorum in the Cemeteries.
- 16.4 No person may damage, destroy, remove or deface any property within the Cemeteries.
- 16.5 Any person who, in the Cemeteries, damages or moves any tree, plant, marker, fence, structure or other thing usually erected, planted or placed in a cemetery is liable to the Municipality and any Interment Rights Holder who, as a result, incurs damage. The amount of damages shall be the amount required to restore the Cemetery to the state that it was in before anything was damaged or moved by the person liable.
- 16.6 No parades other than funeral processions shall be admitted to or be organized within the Cemeteries.
- 16.7 Children under the age of twelve (12) are welcome on the Cemeteries' grounds when accompanied by an adult, who shall be responsible for their good conduct.
- 16.8 Visitors shall not run or walk over the Lots or climb upon the Monuments.
- 16.9 Vehicles within the Cemeteries shall be driven at a moderate rate of speed and shall not leave the roadways.
- 16.10 All-terrain vehicles or snowmobiles shall be prohibited on the Cemeteries' grounds.
- 16.11 Proprietors of vehicles and other drivers shall be held responsible for any damage done by their vehicles within the Cemeteries.
- 16.12 Discharging of firearms, other than in regular volleys at burial services shall be prohibited in and around the Cemeteries.
- 16.13 Dogs and other pets shall be restrained by a proper leash and accompanied by their owner when visiting the Cemeteries. Every owner of a dog shall remove forthwith and sanitarily dispose of excrement left by the dog or other pet on the cemetery property.
- 16.14 Any complaints by Interment Rights Holders or visitors should be made to the Cemetery Manager and not the workers on the grounds and controversies with workers or others on the grounds are to be avoided.
- 16.15 No tips or gratuities are to be given to the Cemetery workers by visitors or Interment Rights Holders, nor shall any be accepted by the Cemetery workers.
- 16.16 No signs, notices, or advertising of any kind shall be allowed within the Cemeteries or within the immediate boundaries of the cemetery except those placed by the Cemetery Operator.
- 16.17 No form of picnic shall be permitted in the Cemeteries.

16.18 No alcohol shall be permitted in the Cemeteries.

17. **Effective Date**

17.1 In accordance with the Act, the provisions of this By-law shall come into force and take effect the latter of XX, 2026, and the date of approval of this by-law by the Registrar of the Act.

READ a FIRST and SECOND time this 28th day of September, 2026.

READ a THIRD time and FINALLY PASSED this this 28th day of September, 2026.

Mayor, S. McMillan

Clerk, J. Nethercott

DRAFT

Schedule “A”

List of Cemeteries under the jurisdiction of The Municipality of Thames Centre

Active Cemeteries

Name	Location
Avon United Church Cemetery	4080 Avon Drive, Avon
Dorchester Union Cemetery	2551 Dorchester Road, Dorchester

Inactive Cemeteries

Name	Location
Bowers Cemetery	22581 Purple Hill Road
Cobble Hill Cemetery	21560 Cherry Hill Road
Derwent Cemetery	135 Westminster Drive
Gladstone Baptist Cemetery	4895 Dorchester Road
Harrietsville Anglican Cemetery	2275 Harrietsville Drive
Nilestown Baptist Cemetery	2980 Hamilton Road
Purdy Cemetery	2759 Gladstone Drive
Village on the Thames Cemetery 10	4700 Hamilton Road
Village on the Thames Cemetery 11	4700 Hamilton Road
Village on the Thames Cemetery 12	4700 Hamilton Road
Village on the Thames Cemetery 13	4700 Hamilton Road
Village on the Thames Cemetery 14	4700 Hamilton Road
Village on the Thames Cemetery 15	4700 Hamilton Road
Village on the Thames Cemetery 16	4700 Hamilton Road