



Smooth Rock Falls Public Cemetery

Cemetery Operator Licence # CM - 00282

126 Main Street

Smooth Rock Falls, ON

P0L 2B0

Tel: (705) 338-2717

Website: <http://smoothrockfalls.ca/municipal/cemetery/>

Email: townhall@townsrf.ca

Person in Charge of Day-to-Day Operations:

Clerk's Department - Véronique Dion, Municipal Clerk

PRICE LIST

Effective date:

Unless otherwise specified, prices shown do NOT include applicable HST.

The following format and content of the price list has been stipulated by the Bereavement Authority of Ontario and is required to be posted by all bereavement licensees.

INTERMENT AND SCATTERING RIGHTS (land/niche)

Interment right prices listed below include a non-refundable contribution to the cemetery's Care and Maintenance Fund.

* The prices listed below do not include the opening and closing of the grave, niche or crypt ("interment fee"), memorialization costs (flat marker, upright monument, etc.) and associated installation fees.

To qualify for resident fees, an individual must have been a resident immediately prior to their passing or must have been considered a long-term resident at one point in their life. (10+ years)

In-ground burials

Adult Grave (4' x 10').....	resident \$750	non-resident \$1500
Child Grave	resident \$550	non-resident \$1100
Infant Grave (1' x 2').....	resident \$450	non-resident \$900
Cremation Grave.....	resident \$450	non-resident \$900

Social service interment \$1300

This fee is paid for by Ontario Works for qualified recipients and includes the cost of opening and closing the grave.

Niches

Columbarium Niche.....	resident \$1800	non-resident \$2300
------------------------	-----------------	---------------------

Scattering Rights

Scattering right	resident \$300	non-resident \$450
------------------------	----------------	--------------------

*Care and Maintenance Fund Contribution:

As required under the *Funeral, Burial and Cremation Services Act, 2002* and Ontario Regulation 30/11, the amounts below will be contributed to an irrevocable trust fund known as the Care and Maintenance Fund/Account. Income (interest) from this fund is used to cover care and maintenance expenses of the cemetery in perpetuity.

For one in-ground grave, 2.23m ² /24ft ² or larger	\$300
For one child or cremation grave smaller than 2.23m ² /24ft ²	\$220
For one child or cremation grave smaller than 2ft ²	\$180
For one columbarium niche	\$270
For one scattering right.....	\$120
Per scattering in a scattering ground (no right holders).....	\$30

CEMETERY SERVICES

Interment Fees (opening and closing of grave)

Interment of an adult	\$750
Interment of an infant or child	\$500
Additional charge for installation of a standard-sized steel vault/grave liner	\$500

Cremated Remains Disposition Fees

Interment of cremated remains	\$250
Entombment of cremated remains in a columbarium niche	\$250
Scattering of cremated remains in a scattering ground	\$100

Late Arrival Fees, Sunday and Holiday Charges

Late fee for arrival at cemetery after 3:00pm Monday to Friday (hourly overtime rate applies as per municipal fees list)	
Surcharge for interments on a weekend or statutory holiday (hourly overtime rate applies as per municipal fees list)	
Surcharge for winter interments	calculated based on work required

Disinterment Fees

Disinterment of remains from an adult grave.....	\$1500
Disinterment of remains from a child grave	\$1000
Disinterment of remains from an infant grave	\$750

Removal of cremated remains

Disinterment of cremated remains.....	\$750
Removal of cremated remains from a columbarium niche.....	\$200

Winter storage fees

Storage of the casketed body in our winter storage facility on the cemetery property	\$100
--	-------

This fee is charged between (date) and (date) when no burials take place, unless weather conditions permit interment. The cemetery operator reserves the sole right to determine if weather and soil conditions are suitable for interment during winter months.

Administration fees

Transfer of interment or scattering rights to another person.....	\$60
---	------

Other services offered

Pet interment fee (must be cremated, may only be interred at the time of, or after their owner's burial)	\$250
--	-------

MONUMENTS AND MARKERS

Care and Maintenance Fund Contribution:

As required under the *Funeral, Burial and Cremation Services Act, 2002*, the following amounts must be paid to the cemetery operator before a marker is installed. After each marker installation, the amount will be contributed to an irrevocable trust fund known as the Care and Maintenance Fund. Interest from the fund will be used to cover expenses for the care and maintenance of markers and monuments in perpetuity.

For flat markers measuring less than 1,116.13cm ² / 173in ²	\$0
For flat markers measuring 1,116.13cm ² / 173in ² or larger	\$100
For upright monuments 1.22m / 4ft or less in height and 1.22m / 4ft or less in length, including base	\$200
For upright monuments more than 1.22m / 4ft in height and 1.22m / 4ft, including base	\$400

PAYMENT, FINANCING & FUNDING

For services at time of death:

Payment is due upon the of signing the contract. Payment may be made by cash, cheque, debit, and most major credit cards.

Financial assistance for burial and cremation services is available through various governmental agencies, to those who qualify.

Additional information about payment, financing and funding options is available upon request.

THE CORPORATION OF THE TOWN OF SMOOTH ROCK FALLS

BY-LAW #2023-28

**A BY-LAW RESPECTING THE TOWN OF SMOOTH ROCK FALLS' CEMETERIES AND
REPEALING BY-LAW 93-11**

WHEREAS the Town of Smooth Rock Falls is the owner of a cemetery for the benefit of its residents;

AND WHEREAS the Funeral, Burial and Cremation Services Act, 2002 and its regulations imparts responsibility to the owners of cemeteries for their management, operation and care;

AND WHEREAS section 150(1) of Ontario Regulation 30/11 under the Funeral, Burial and Cremation Services Act, 2002 provides that the owners of cemeteries may make by-laws affecting the operation of the cemeteries;

AND WHEREAS Section 8, 9 and 10 of the Municipal Act provides for the power of a municipality and the authority for municipalities to pass by-laws for certain things that necessary for the management of a cemetery;

AND WHEREAS section 425 of the Municipal Act, 2001, authorizes municipalities to pass by-laws providing that a person who contravenes a by-law of the municipality passed under that Act is guilty of an offence;

NOW THEREFORE the Council of the Town of Smooth Rock Falls enacts as follows:

TABLE OF CONTENTS

Section 1: PREFACE

Section 2: ADMINISTRATION

Section 3: DEFINITIONS

Section 4: GENERAL PROVISIONS

Section 5: SALE AND TRANSFER OF INTERMENT RIGHTS

Section 6: BURIAL OR SCATTERING OF CREMATED REMAINS AND DISINTERMENTS

Section 7: MEMORIALIZATION

Section 8: CARE AND PLANTING

Section 9: ITEMS THAT ARE PROHIBITED AND PERMITTED

Section 10: CONTRACTOR/MONUMENT DEALER

Section 11: COLUMBARIUMS

Section 12: MORTUARY

Section 13: OFFENCE AND PENALTY

Section 14: VALIDITY

Section 15: REPEAL

Section 16: SHORT TITLE

Section 17: ENACTMENT

SCHEDULE A: Price List

SCHEDULE B: Interment Rights Contract and Certificate

SCHEDULE C: Request for Disinterment

SCHEDULE D: Request for Monument Installation

SCHEDULE E: Columbarium Engraving

SCHEDULE F: Lot Purchase

SCHEDULE G: Lot Transfer

SCHEDULE H: Additions to lots

SCHEDULE I: Privacy and Consent

1. PREFACE

- (1) These by-laws are the rules and regulations that govern the Smooth Rock Falls Public Cemetery and have been approved by the Registrar, *Funeral, Burial and Cremation Services Act, 2002* (FBCSA), Bereavement Authority of Ontario (BAO).
- (2) The Council of the Corporation of the Town of Smooth Rock Falls in the discharge of their responsibilities, has adopted the following set of rules for the managing, improvement and upkeep of the Smooth Rock Falls Public Cemetery, to maintain it as becoming and respectful place for the burial of the deceased.

2. ADMINISTRATION

- (1) The Corporation of the Town of Smooth Rock Falls reserves full and complete control and management of the land, buildings, plantings, roads, utilities, books and records of the cemetery and complete authority to administer these by-laws.
- (2) The Cemetery shall be Managed and Administered through the Clerk's Department.
- (3) The Caretaker shall have custody of the Cemetery under the direction of the Cemetery Operator and through the direction of the Cemetery Manager. No interment or removal of bodies shall take place without notice to the Caretaker, and the Caretaker shall see that a proper Burial Permit or other certificate required by law is furnished in each instance.
- (4) The Cemetery Operator shall take reasonable precautions to protect the property of interment rights holders but assumes no liability or responsibility for the loss of, damage to, or any injury resulting from any article of any type that is placed on any lot.
- (5) In case of a medically significant event, the Town shall follow the direction set-out by the local Medical Officer of Health.
- (6) The Director may correct any error made in the sale, purchase, transfer, repurchase or resale of Interment Rights or Scattering Rights and in correcting such error he or she may substitute a lot of equal value and similar location or cancel the transaction and refund all payments. The Director shall give notice to the Interment Rights Holder or Scattering Rights Holder of both the error and the correction to the error, provided that no notice shall be required to be given in regard to a typographical error, error of calculation or similar error.
- (7) Rights Abandoned: The Town of Smooth Rock Falls may apply for a declaration that Interment Rights are abandoned and then resell the Interment Rights in accordance with the *Funeral, Burial and Cremation Services Act, 2002*.

3. DEFINITIONS

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

Business Day: A day on which the Administrative Office is open for business.

By-laws: The rules and regulations under which the Cemetery and all of its components, facilities and functions operates.

Care and Maintenance Fund: Percentage of the purchase price of Interment Rights, and set amounts for marker and monument installations that is put into trust, the interest earned on which is used to provide care and maintenance. The amount collected as per requirements under the FBCSA and O. Reg. 30/11 and 184/12.

Caretaker: The Public Works Coordinator or alternate of the Town of Smooth Rock Falls Public Cemetery.

Cemetery: The Smooth Rock Falls Public Cemetery, located on Part Lot 23 Parcels 8206 and 1299 NEC, Concession 9, Township of Kendrey, District of Cochrane.

Cemetery Manager: The Smooth Rock Falls Public Cemetery is managed through the Clerk's department where the Clerk or their alternate shall serve as manager.

Cemetery Operator: The Corporation of the Town of Smooth Rock Falls and those designated for the purpose of overseeing the cemetery on behalf of the municipality.

Certificate of Interment Rights: Certificate issued by the municipality to the purchaser of interment rights to a lot, once payment has been made in full.

Columbarium: A structure designed for the purpose of interring cremated human remains in niches or compartments.

Contract: Agreement that purchasers of interment rights must sign with the cemetery, detailing obligations of both parties and acceptance of the cemetery by-laws.

Corner Posts: Any stone or other land markers set flush with the surface of the ground and used to indicate the location of a lot.

Council: The elected municipal Council of the corporation of the Town of Smooth Rock Falls.

Cremation Lot: Any burial space intended to receive not more than 6 (six) cremated remains and having a minimum size of 1.22 meters (4 feet) by 3.05 meters (10 feet)

Crypt: An individual compartment in a mausoleum for the interment of human remains.

FBCSA: Funeral, Burial & Cremation Services Act, 2002

Grave: Any inground burial space intended for the interment of a child, adult or cremated human remains.

Human Remains: A dead human body or the remains of a cremated human body.

Inter: means the burial of human remains and includes the placing of human remains in a grave.

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

Interment Rights Certificate: The document issued by the cemetery operator to the purchaser once the interment rights to a specific lot have been paid in full, identifying ownership and authority over those specific interment rights.

Interment Rights Holder: The person(s) authorized or entitled to inter human remains in a specified lot. They may be the person named in the Interment Rights Certificate or such other person to whom the rights have been assigned.

Lot: An area of land in a cemetery intended for a single grave.

Marker: Any permanent memorial structure – monument, plaque, headstone, cornerstone or other structure or ornament affixed or intended to be affixed to a burial lot, mausoleum crypt, columbarium niche or other structure or place intended for the deposit of human remains and may be used to indicate the location of a burial.

Mausoleum: A structure or building, other than a columbarium, used as place for the interment of human remains in sealed crypts or compartments.

Monument: A permanent tombstone, plaque, headstone, cornerstone or ornament that projects from the surface of the ground and is used to mark the location of a lot or plot.

Niche: An individual compartment in a columbarium for the interment of cremated human remains.

Outer Shell: A steel vault or rough box in which a casket or urn is buried

Plot: parcel of land, sold as a single unit, containing either one or multiple lots.

Resident: person who owns land or lives within the Town of Smooth Rock Falls

Scattering: The act of spreading cremated human remains over a designated area within the cemetery, with the knowledge and permission of the cemetery operator and in keeping with the cemetery bylaws.

Scattering Grounds: means the land within a cemetery that is set aside to be used for the scattering of cremated human remains;

Scattering Right: Shall mean the Right to direct the spreading cremated remains over a designated area within a cemetery with the knowledge and permission of the cemetery operator and in keeping with the cemetery operator's by-laws.

Scattering Rights Holder: means the person who holds the scattering rights with respect to a scattering ground whether the person be the purchaser of the rights, the person named in the certificate of scattering or such other person to whom the scattering rights have been assigned

4. GENERAL PROVISIONS

(1) Hours of Operation:

Office Hours:	Monday – Friday: 9:30am – 4:00pm
Interment Hours:	Monday – Friday: 7:30am – 3:00pm during the period of May 15 th to November 15 th . Dates may vary due to climatic and ground conditions
Holidays, Saturday & Sundays:	8:00am – 2:00pm (special requests only, additional costs)
Cemetery Hours:	The cemetery is open to the public at all times. Notice will be given to the public, in the event that the Cemetery needs to be closed for a certain period of time.

(2) General Conduct:

- a. The cemetery reserves full control over the cemetery operations and management of land within the cemetery grounds.
- b. No person may damage, destroy, remove or deface any property within the Cemetery.
- c. All visitors should conduct themselves in a quiet manner that shall not disturb any patrons.

(3) By Law Amendments:

The cemetery shall be governed by these by-laws, and all procedures shall comply with the FBCSA and O. Reg. 30/11 and 184/12, which may be amended periodically. All by-laws and by-law amendments are subject to the approval of the Registrar, FBCSA, BAO.

All By-law amendments shall be:

- a. Published once in a form of media with general circulation in the locality in which the cemetery is located;
- b. Conspicuously posted on a sign at the entrance of the cemetery; and
- c. Delivered to each supplier of markers who has delivered a marker to the cemetery during the previous year, if the by-law or by-law amendment pertains to markers or their installation.

(4) Liability:

- a. The cemetery operator shall 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, mausoleum crypt, monument, marker, or other article that has been placed in relation to an interment or scattering right, save and except for direct loss or damage caused by gross negligence of the cemetery.
- b. Any person who, in the Cemetery, damages or moves any tree, plant, marker, fence, structure or other thing usually erected, planted or placed in a cemetery is liable to the Cemetery Operator 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.

(5) Public Register:

Provincial legislation – Section 110 of O. Reg. 30/11 requires all cemeteries and crematoriums to maintain a public register that is available to the public during regular office hours. The register is available through the Clerk's Office.

(6) Pets or Other Animals:

- a. Cremated animal remains, are not allowed to be buried on cemetery grounds unless they are buried with their owner's remains.
- b. Pets will be allowed in the cemetery as long as they are on leash in accordance with the Animal Control By-Law

(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.

(8) Notice of Resale and Transfer of Interment or Scattering Rights:

- a. The resale of interment or scattering rights to third parties is prohibited. Any resale of interment rights requires the cemetery operator to repurchase interment and scattering rights at current price list amounts.

(9) Rules for Visitors

- a. Visitors are always welcomed at the Cemetery but are asked to remember the respect due to the deceased.
- b. The Caretaker and his assistants are empowered and are required to preserve order and decorum in the cemetery.
- c. No parades other than funeral processions shall be admitted to or be organized within the Cemetery.
- d. Children under the age of 12 years are welcomed in the Cemetery grounds when accompanied by an adult, who shall be responsible for their good conduct and shall see that they do not run over the lots or climb upon the monuments or show disrespect.
- e. Only Funeral procession Vehicles are allowed within the cemetery and shall be driven at a minimal rate of speed and shall not leave the avenues or park on the grass unless directed to do so by the Caretaker.
- f. Proprietors of vehicles and their drivers shall be held responsible for any damage done by them.
- g. NO pleasure ATVs (all-terrain vehicles) or snowmobiles are allowed in the Cemetery.
- h. Discharging of firearms, other than in regular volleys at burial services is prohibited in and around the Cemetery.
- i. NO picnic party shall be permitted in the cemetery grounds.
- j. Any complaints by Interment Rights Holder or visitors should be made to the Caretaker, or at the office of the Cemetery Operator and not to workmen on the grounds and controversies with workmen or others on the grounds are to be

avoided.

- k. Rubbish shall not be thrown on roadways, lots or walkways or any part of the grounds. Receptacles are provided at convenient points on the grounds for the deposit of weeds, decayed flowers, plants, etc...
- l. Any person disturbing the quiet and good order of the Cemetery by noise or other improper conduct or who violates these by-laws, shall be expelled from the grounds.
- m. Any articles which is detrimental to efficient maintenance or constitutes a hazard to machinery, employees or visitors, or is unsightly or does not conform with the natural beauty or design of the Cemetery, may be removed by the Cemetery Operator. An article removed shall be held at the Cemetery for collection. If not collected, it shall be disposed of after 60 days.
- n. NO tips or gratuities are to be given to cemetery workers by visitors or Rights Holders, nor shall any be accepted by any cemetery workers.

(10) Corrections

The operator may correct any error made in the sale, purchase, transfer, repurchase or resale of Interment Rights or Scattering Rights and in correcting such error he or she may substitute a lot of equal value and similar location or cancel the transaction and refund all payments. The operator shall give notice to the Interment Rights Holder or Scattering Rights Holder of both the error and the correction to the error, provided that no notice shall be required to be given in regard to a typographical error, error of calculation or similar error.

5. SALE AND TRANSFER OF INTERMENT RIGHTS

Purchasers of interment or scattering rights holders acquire only the right to direct the burial of human remains and the scattering of cremated human remains, and the installation of monuments, markers and inscriptions, subject to the Cemetery By-law and approved by the Bereavement Authority of Ontario

(1) Purchase:

Interment Rights in lots may be purchased from the Cemetery Operator at the rates filed with the Bereavement Authority of Ontario and according to the plans approved by the Ministry of Government and Consumer Services that are on file in the office of the Cemetery Operator. The prices for lots shall include the application portion for deposit to the Cemetery's Care and Maintenance Fund.

(2) Care and Maintenance Fund:

As required by Sections 166 and 168, of Regulation 30/11, a percentage of the purchase price of all interment rights and a prescribed amount for monuments and markers is to be contributed into the "Care and Maintenance Fund". Interest income from this fund is to be used only to provide general care and maintenance of the cemetery. Contributions to the care and maintenance fund are not refundable except when the interment rights are cancelled within the thirty (30)

day cooling off period. Work that may be completed through the use on interest of the Care and Maintenance Fund include:

- a) Re-leveling and sodding or seeding of lots
- b) Maintenance of cemetery roads and water systems
- c) Maintenance of perimeter walls and fences
- d) Maintenance of cemetery landscaping
- e) Repair and general upkeep of cemetery maintenance buildings and equipment.

(3) Contract:

For purposes of these by-laws, all purchasers of interment or scattering rights, or other cemetery supplies and services, shall receive a copy of the contract they and the cemetery operator have signed detailing the obligations of both parties, and acknowledging receipt and acceptance of the cemetery by-laws, a copy of the Consumer Information Guide and the Price List.

(4) Change of Address:

An Interment Rights Holder or Scattering Rights Holder shall inform the Municipal Cemeteries forthwith of any changes to the information contained in their Interment Rights/Scattering Rights Contract, including changes to their address or telephone number.

(5) Interment Rights Certificate – Payment in Full:

In accordance with cemetery by-laws, no burial, interment, scattering, or installation of any monument, marker, inscription, or memorialization is permitted until the interment rights have been paid in full.

(6) No Real Property:

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

(7) Cancellation of Interment Rights within 30 Day Cooling-Off Period:

A purchaser has the right to cancel an interment or scattering rights contract within thirty (30) days of signing the interment or scattering rights contract, by providing written notice of the cancellation to the cemetery operator. The cemetery operator shall refund all monies paid by the purchaser within thirty (30) days from the date of the request for cancellation as well as the original Certificate of Interment Rights and service contract.

(8) Cancellation of Interment or Scattering Rights after the 30-Day Cooling-Off Period:

Upon receiving written notice from the purchaser of the interment or scattering rights, the cemetery operator shall cancel the contract and issue a refund to the purchaser for the amount paid for the interment or scattering rights less the appropriate amount that is required to be deposited into the Care and Maintenance Fund. This refund shall 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 shall be returned to the cemetery operator along with the written notice of cancellation. If any portion of the interment or scattering rights has been exercised, the purchaser, or the interment rights holder(s) are not entitled to cancel the contract or re-sell the interment or scattering rights.

- (9) **Resale of Interment or Scattering Rights after 30 Day Cooling-Off Period:**
Unless the interment or scattering rights have been exercised the purchaser retains the right to cancel the contract.
- (10) **Care and Maintenance Fund Contributions:**
It is a requirement under the FBCSA and O. Reg. 30/11 and 184/12 that a prescribed amount or a percentage of the purchase price (excluding tax) of all interment and scattering rights sold; and prescribed amounts for monuments and markers is contributed into the care and maintenance fund. If no scattering rights are sold but scattering is permitted a prescribed amount shall be contributed to the fund when the scattering is conducted. Interest earned from this fund is used to provide care and maintenance of lots, markers and monuments at the cemetery. Contributions to the care and maintenance fund are not refundable except when interment or scattering rights are cancelled within the 30-day cooling off period.

6. BURIAL OR SCATTERING OF CREMATED REMAINS AND DISINTERMENTS

1) General

- a. Operator's approval - The Operator:
 - (a) may decide that an interment or disinterment:
 - (i) may take place despite any other provision of this By-law provided that any other applicable statute, regulation or by-law is complied with;
 - (ii) shall not take place due to weather or ground conditions; and
 - (b) shall be in attendance at each interment or disinterment.
- b. Interment or scattering rights holder(s) shall provide written authorization prior to a burial, scattering, or an interment taking place. Should the interment or scattering rights holder be deceased, authorization shall be provided in writing by the person authorized to act on behalf of the interment rights holder in keeping with the *Succession Law Reform Act* i.e. Personal Representative, Estate Trustee, Executor or next of kin.
- c. A burial permit issued by the Registrar General or equivalent document showing that the death has been registered with the province shall be provided to the cemetery office prior to a burial, scattering or interment taking place. A Certificate of Cremation shall be submitted to the cemetery office prior to the burial of cremated remains or scattering of cremated remains taking place.
- d. In accordance with the FBCSA and O. Reg 30/11 and 184/12 the purchaser of interment or scattering rights shall enter into a cemetery contract, providing such information as may be required by the cemetery operator for the completion of the contract and the public register prior to each burial or interment of human remains, or each scattering of cremated human remains.
- e. Payment shall be made to the cemetery operator before a burial or scattering takes place.

- f. The interment fee includes the opening and closing of the lot or niche and the registration of the burial. This service shall only be paid for at the time that the service is needed.
- g. The Caretaker of the cemetery, his assistant or someone in the employ of the Cemetery Operator or in the employ of a Funeral Home shall be in attendance at each interment.
- h. The opening and closing of graves, crypts and niches or the scattering of cremated remains may only be conducted by cemetery staff or those designated to do work on behalf of the cemetery except under special circumstances, and by written permission of the Cemetery Operator.
- i. An Interment Rights Holder that authorizes the interments of someone's remains or cremated remains in his/her Interment Rights shall be held responsible for charges incurred if the Cemetery Operator is unable to collect the said fees from the deceased estate.
- j. When interments rights are held jointly by two or more persons, an order shall be accepted from either or any of them or their authorized representatives, for interment in such part as may be requested.
- k. Funeral Corteges within the cemetery shall follow the route indicated by the Caretaker.
- l. The Cemetery Operator reserves the right, at its cost, to correct any error that may be made by it in making interments, in the description of the lot/niche, or the transfer or conveyance of any interment rights. The Cemetery Operator may either cancel such grant and substitute other interment rights, or lot/niche of equal value similar location, as far as is reasonably possible; or refund all money paid on account for such purchase. Notice shall be given personally to the Rights Holder. If necessary, it may be mailed to the Rights Holder or their legal representatives, at their last appearing address in the record books of the Cemetery Operator. In the event any such error may involve the disinterment of remains, the Cemetery Operator shall first obtain the approval of any regulatory authority and the Interment Rights Holder.
- m. All Funeral Arrangements shall only be completed in person or in writing. The Cemetery Operator shall not be responsible for any direction given verbally.
- n. Notice of each interment to be made shall be given to the Cemetery Operator or the Caretaker of the Cemetery at least Seventy-two (72) hours in advance, or a minimum of three business days. The Cemetery Operator shall not be held responsible for having lots prepared for funerals unless such notice is given. Special circumstances may be reviewed and assessed as needed.
- o. Extra charges are included in the Price List for:
 - i. Saturday, Sunday or Holiday interments
 - ii. Winter burials (only when an order is received)
- p. No interment shall be permitted in any lot where the burial rights have not been paid in full.

2) In ground Burial:

- a. Not more than one burial shall be made in any single grave except:
 - i. the cremated remains, in a cremation lot, of not more than six persons
 - ii. the cremated remains of up to 4 individuals, in a regular lot and over an existing casket
 - iii. a 60.96 X 30.48 cm (24"X 12") infant container may be buried at the head end of a single lot in which a casket containing human remains has been buried, provided space is available.
- b. Remains to be buried in a grave shall be enclosed in a container, sealed securely, and of sufficient strength to permit burial with the container remaining intact. The container shall be of a size to permit burial within the size of the lot
- c. Outer shells, more specifically, rough boxes or steel vaults are allowed in the Cemetery however the use of a concrete container is not permitted. Once sealed, the outer shell may not be reopened.
- d. The Cemetery Operator shall exercise all due care in performing burials and interments but is not responsible for damage to any casket, urn or other container sustained during disinterment.
- e. No burials shall take place between November 15th and May 15th. During this period bodies shall be placed in the vault for burial after May 15th. During the period of time when burials no longer may be performed, bodies shall be placed in the vault for spring interment.

3) Cremated Remains:

- a. Cremated remains may only be scattered within a designated area of the cemetery.
- b. Cremated remains are not permitted to be scattered on a grave containing human remains without the consent of the interment rights holder and in keeping with these by-laws.
- c. A scattering rights contract shall be completed and the payment of the scattering fee shall be received before the scattering of cremated human remains within the cemetery takes place.
- d. Once scattered; cremated remains cannot be retrieved.
- e. Urns shall not be any larger than 24" x 12" x 12" for inground grave burial. Urns to be placed in the columbarium shall be of a size that will fit the opening. Niche sizes are to be discussed with the cemetery operator prior to purchase.

4) Removal of Human Remains / disinterment:

- a. 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 shall be received at the cemetery office before the removal of casketed human remains from the cemetery may take place. A certificate from the local medical officer of health is not required for the disinterment of cremated remains from a lot or the removal of cremated remains from the cemetery.

- b. 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).
- c. NO person shall remove human remains, except cremated remains, from a cemetery unless a certificate of a Medical Officer of Health or the Cemetery Operator confirming that the FBCSA and its Regulations have been complied with and is affixed to the container. A burial certificate under the Vital Statistics Act is not required to reinter human remains that have been disinterred according to the FBCSA and its Regulations.

7. MEMORIALIZATION

1) General

- a. No memorial or other structure shall be erected or permitted on a lot until all charges have been paid in full and/or a permit is obtained from the cemetery operator.
- b. No monument, footstone, marker or memorial of any description shall be placed, moved, altered, or removed without permission from the cemetery operator.
- c. Minor scraping of the monument base of an upright monument due to grass/lawn maintenance is considered normal wear and tear.
- d. The cemetery operator shall 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.
- e. Memorials – monuments, markers, plaques etc. are owned by the interment rights holder and the cemetery operator is not responsible for their loss or deterioration. These memorials should be protected by the interment rights holder's own insurance coverage.
- f. The cemetery operator reserves the right to determine the maximum size of monuments, their number and their location on each lot. Care shall be taken when approving monument sizes to ensure that they do not interfere with any future interments.
- g. 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.
- h. All foundations for monuments and markers shall be arranged to be built by, or contracted to be built for, the cemetery operator at the expense of the interment rights holder.
- i. The minimum thickness of a die should be 20.50 cm (8 inches). Should the monument exceed 106.68 cm (42 inches) overall height, the die shall be 25.40 cm (10 inches).
- j. The die stones shall be installed on a granite base. The height of the base shall be minimum of 20.50 cm (8 inches). The top surface of the base shall be both wider and longer than the die in order to provide a minimum border of 7.62 cm (3 inches)

of the surface of the base exposed on all sides. Bottoms of the base shall be smooth sawn.

- k. The maximum width of a base is controlled by the width of the lot where it shall be installed. No base shall be closer than 7.62 cm (3 inches) to the lot width side lines on which it is to be installed.
- l. The Corporation reserves the right to determine the maximum size of monuments, their number and their location on each lot or plot. They must not be of a size that it would interfere with any future interments.
- m. 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 laying down the monument or marker or any other remedy to remove the risk.
- n. 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 trustees.
- o. A monument, private mausoleum, or other structure shall be erected only after the specific design plans have been approved by the cemetery operator including: dimensions, material of structure, construction details, and proposed location.
- p. In keeping with the cemetery by-laws only one upright monument shall be erected within the designated space on any lot.
- q. Each full-size cemetery lot is allowed one upright or one pillow monument at the head of the lot
- r. 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
- s. The minimum thickness for flat markers including footstones is 4 inches or 10 cm.
- t. All monuments and markers shall be constructed of bronze or natural stone (i.e. granite).

8. CARE AND PLANTING

- 1) 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
- 2) No person shall plant trees, flower beds or shrubs in the cemetery except in accordance with these by-laws or with the approval of the cemetery.
- 3) 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.
- 4) Any person other than an employee or contractor of the operator, including an Interment Rights Holder or Scattering Rights Holder or their heir or representative, caring for a lot does so entirely at their own risk, including assuming the risk for any loss of or damage to an item placed, planted or installed on a lot or attached to a monument or any injury to themselves.

9. ITEMS THAT ARE PROHIBITED AND PERMITTED

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 shall be removed and disposed of without notification.

- 1) The following articles are prohibited from being placed on lots within the cemetery:
 - a. articles made of hazardous materials such as non-heat resistant glass (excludes glass attached to monuments), ceramics, or corrosive metals;
 - b. loose stones or sharp objects;
 - c. trellises or arches;
 - d. chairs or benches unless they are part of the commemorative donation program.
- 2) Solar lights may be permitted as long as the anchor point can resist the regular maintenance of the cemetery. Any lights damaged in the process of maintenance shall be disposed of.
- 3) 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.
- 4) Potted plants must not be situated on the ground. Potted plants are permitted as long as they are placed on the monument or placed on a hanging stand that only has one anchor
- 5) Memorial wreaths may be placed in the cemetery starting May 15th and, in order to prepare the grounds for spring, wreaths shall be removed prior to **September 15**. Wreaths not removed by September 15th shall be removed and disposed of by the Cemetery without notification.
- 6) Candle holders and vases may constitute part of a monument if they are made principally of bronze or stainless steel. If a translucent section is necessary, it shall be made of an unbreakable, heat-resistant glass or of a plastic material that is fire resistant.
 - a. Candle holders shall be included in determining the overall size of the memorial.
 - b. A maximum of two candles or vases may be placed on the base of a monument. They shall be placed and centred on the end or ends of the base.
 - c. A candle holder shall have appropriate drainage to prevent any collection of water.
 - d. Candle holders shall be fully enclosed on all sides by a door or lid.

10. CONTRACTOR/MONUMENT DEALER

- 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 operator's office and provide the necessary approvals before commencing work at any location on the cemetery property.

- 2) NO monument or marker shall be delivered to the Cemetery without the proper paperwork including the following:
 - a. The Interment Rights Holder's name and address;
 - b. Information on the placement of the marker or monument;
 - c. The dimensions of the marker;

In the case of a monument:

- d. The dimensions of the die (height, width, length);
- e. The dimensions of the base (height, width, length);
- f. The overall size of the monument; and

Any person installing a monument/marker in the Cemetery shall first pay the prescribed amount, as set out in the FBSCA Act to the Cemetery's Care and Maintenance Fund. The interest earned from this fund will be used to maintain, secure and preserve cemetery grounds.

- 3) No monument or marker shall be removed without written permission from the Caretaker.
- 4) All companies who do work for the Town of Smooth Rock Falls, shall have Worker's Compensation coverage for their workers as well as sufficient liability insurance.
- 5) All cemetery by-laws apply to all contractors and all work carried out by contractors within the cemetery grounds.
- 6) 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. All work shall be done during regular working hours, unless by special permission of the Caretaker.
- 7) 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.
- 8) Contractors, monument dealers and suppliers shall lay wooden planks on the burial lots and paths over which heavy materials are to be moved to protect the surface from damage.
- 9) There shall not be a variance of more than 1.27 cm (1/2") in the size of the base required as stated on the work order and the size of the monument delivered.
- 10) The demeanour and behaviour of all individuals employed by others in the Cemetery, shall be subject to the control of the Caretaker.

11. COLUMBARIUMS

- Payment shall be made to the cemetery operator before an interment may take place
- Only the cemetery operator and may open and seal niches for interments. This applies to the niche front. Once removed, individuals may be provided with the key for the internal door, to set the cremated remains inside the niche

- To ensure quality control, desired uniformity and standard of workmanship, the cemetery reserves the right to inscribe all niche fronts or install all lettering.
 - No person other than cemetery staff shall remove or have alter niche fronts.
- Persons wishing to sell back the niche: price of niche – Care and Maintenance and Cost of Door resurfacing.

12. MORTUARY

Mortuary Regulations

1. Permission to use of the Storage Vault shall be obtained from the Caretaker of the Cemetery.
2. The Caretaker may remove a body deposited in the Vault and inter it in a single grave at any time after the expiration of the time for which payment has been made, or at any time should the condition of the body render its interment necessary or expedient.
3. All Funeral Homes and/or Interment Rights Holders should have proper insurance coverage for any bodies stored in the Vault.
4. All bodies shall be removed from the Vault prior to the 30th of May in each year or as soon as possible depending on ground frost level, and weather conditions in the Spring. The Caretaker reserves the right to determine if the weather conditions are adverse enough to prevent a burial. If it be deemed necessary, the Vault may be used at no charge until the weather conditions permit the interment.
5. The bodies of persons dying from contagious diseases cannot be admitted to the Vault but shall be interred promptly.
7. All bodies stored in our Vault shall, for health reasons, be embalmed.
8. No body shall be placed in a reinforced cardboard container for storage. Only bodies placed in a wooden or steel casket may be stored.

13. OFFENCES AND PENALTIES

- (1) Any person, organization or business who contravenes the provisions of this by-law is guilty of an offense and, upon conviction, is subject to the penalty set out in the Funeral Burial Cremation Services Act, 2002, or the Provincial Offences Act.
- (2) The By-law may be enforced by an Officer of the municipality.
Municipal Officers and Cemetery staff authorized by the operator have authority to direct any person who does not comply with this By-law or the FBCSA to leave a cemetery in accordance with provincial regulations.

14. VALIDITY:

If a court of competent jurisdiction declares any subsection, section or part of this By-law invalid, it is the intention of Council that the remainder of the By-law shall continue to be in force.

15. REPEAL:

By-Law #1993-11; Being a By-Law to Administer, Regulate and Govern the Municipal Cemetery and By-Law #2008-14; Being a By-Law to amend By-Law #1993-11 to administer, regulate and Govern the Municipal Cemetery are hereby repealed.

16. SHORT TITLE:

These by-laws shall be known as the Cemetery By-Law

17. ENACTMENT:

This by-law shall come into full force and effect upon the final passing thereof and receipt of approval from the Ministry of Consumer Services of Ontario and receipt of approval of short form wording under the *Provincial Offenses Act*.

READ THIS FIRST AND SECOND TIME this day of 2023.

MAYOR – Patrick Roberts

CLERK – Veronique Dion

READ A THIRD AND FINAL TIME this day of 2023.

MAYOR – Patrick Roberts

CLERK – Veronique Dion