

**Schedule "A" to By-law 12-143**  
Township of Lake of Bays  
**Cemetery Rules & Regulations**

1. **DEFINITIONS**

**"ACT"** the *Funeral, Burial and Cremation Services Act, 2002*, S.O. 2002, Chapter 33 as amended and the Regulations thereto.

**"BUSINESS DAY"** means a day that is not,  
(a) Saturday, or  
(b) A holiday within the meaning of section 87 of the *Legislation Act, 2006*

**"BURIAL PLOT"** means an area of land in the cemetery containing or set aside to contain one (1) regular interment and three (3) cremated human remains or four (4) cremated human remains, including space for a marker or monument.

**"CARE AND MAINTENANCE FUND"** as required under the *Funeral, Burial and Cremation Services Act* a percentage of the purchase price of all Interment Rights, and set amounts for marker and monument installations is contributed into the Care and Maintenance Fund. Interest earned from this fund is used to provide care and maintenance of plots, lots, markers and monuments at the Cemeteries.

**"CEMETERY"** means each cemetery operated by the Township of Lake of Bays as set out in Schedule "C".

**"CEMETERY BY-LAW"** means this By-law being the rules and regulations under which the Cemeteries operate.

**"CEMETERY OPERATOR"** means the Corporation of the Township of Lake of Bays.

**"COLUMBARIUM"** a structure designed for the purpose of placing cremated human remains in a sealed compartment above ground.

**"COMMITTEE"** means the local Cemetery Committee(s) as appointed by the Corporation from time-to-time: namely Paint Lake Pioneer, Baysville Community and St. George's Roman Catholic.

**"CONTRACT"** for the purpose of this by-law, all purchasers of interment rights must sign a contract with the cemetery, detailing obligations of both parties and acceptance of the cemetery by-law.

**"CORNER MARKERS"** means land markers set flush with the surface of the ground and used to indicate the perimeter of a plot.

**"CORPORATION"** means the Corporation of the Township of Lake of Bays.

**"CREMATION PLOT"** means an area of land in the cemetery containing or set aside to contain two (2) cremated human remains, including space for a marker or monument.

**"INTERMENT"** the opening and closing of an burial plot or niche for the disposition of human remains or cremated human remains.

**"INTERMENT RIGHTS"** means the right to require or direct the interment of human remains or cremated human remains in a grave, plot or niche and direct the associated memorialization.

**“INTERMENT RIGHT CERTIFICATE”** the document issued by the municipality to the purchaser, once the interment rights have been paid in full, identifying ownership of the interment rights.

**“INTERMENT RIGHTS HOLDER”** any person designated to hold the right to inter human remains in a specified plot.

**“MARKER”** any permanent memorial structure that is set flush and level with the ground and used to mark the location of a burial or plot, or any memorial affixed to a columbarium niche or other structure.

**“MONUMENT”** any permanent memorial structure at or above ground level installed within the designated space to mark the location of a burial or plot.

**“NICHE”** is a sealed compartment in a columbarium structure for the entombment of cremated human remains.

**“PRICE LIST”** the list of fees and charges for cemetery services and supplies as maintained in accordance with the Act and filed with the Registrar.

**“RATEPAYERS”** means the residents within the municipal boundary of the Township of Lake of Bays or in the geographic Townships of Sherborne, McClintock and Livingstone now included within the Township of Algonquin Highlands and pay municipal taxes; rental or lease payments.

**“REGISTRAR”** means the registrar appointed under the Act.

**“REPURCHASE PRICE”** is the price established in the Price List applicable at the time of repurchase less the amount paid by the Interment Rights Holder into the Care and Maintenance Fund, or the predecessor of such fund, in respect of Interment Rights, all in accordance with Act.

**“TOWNSHIP”** means the Corporation of the Township of Lake of Bays.

**“TRANSFER”** to make a gift, bequest or other transfer of Interment Rights without consideration as may be permitted under the Act.

## 2. **GENERAL ADMINISTRATION**

### a) **Hours of Operation**

Office Hours:

Dwight Municipal Office 8:30 a.m. to 4:00 p.m.  
1012 Dwight Beach Road, Dwight, ON

Cemeteries Visitation Hours:

Summer 8:00 a.m. to 8:00 p.m.  
Winter 8:00 a.m. to 5:00 p.m.

Interment Hours:

9:00 a.m. to 4:00 p.m.

No winter burial shall take place between November 15<sup>th</sup> and April 1<sup>st</sup> in any year, unless weather or ground conditions permit an extension.

### b) **General Conduct**

- i) The Township reserves full control over the cemetery operations and management of the lands, buildings, plantings, roads, utilities within the cemetery grounds.

- ii) No person shall damage, destroy, remove or deface any property within the Cemetery.
- iii) All visitors must conduct themselves in a quiet manner and shall not disturb any service being held.
- iv) Children under the age of 12 must be accompanied by an adult who will be responsible for their conduct.

**c) By-law Amendments**

- i) The cemetery shall be governed by the Cemetery By-law, and all procedures will comply with the *Funeral, Burial & Cremation Services Act, 2002* and Ontario Regulation 30/11, which may be amended periodically.
- ii) All by-law amendments must be:
  - Published once in a newspaper with general circulation in the locality in which the cemetery is located;
  - Conspicuously posted on a sign at the entrance of the cemetery; and
  - 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.
- iii) All by-laws and by-law amendments are subject to the approval of the Registrar, Cemeteries Regulation Unit, Ministry of Consumer Services.

**d) Liability**

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

**e) Public Register**

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

**f) Pets or Other Animals**

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

**g) Right to Re-Survey**

- i) 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.

**h) Notice of Resale and Transfer of Interment**

- i) The Cemetery **prohibits** the resale of interment rights to a third party and will repurchase these rights at the price listed on the current price list less the amount paid to care and maintenance.

- ii) Transfers of interment rights cannot be prohibited as long as the purchaser meets the qualifications and requirements as outlined in the Cemetery By-law.
- iii) The Cemetery **prohibits** the resale of interment rights to a third party and is not required to repurchase unused interments rights in a plot if the interment rights have been exercised.

### 3. SALE OF INTERMENT RIGHTS

- a) Interment rights may be purchased from the Township or through a designated member of the local Cemetery Committee(s) for the price set out in the price list including the applicable portion for deposit to the Cemetery's Care and Maintenance Fund. All payments must be made to the Township of Lake of Bays.
- b) No burial, entombment or installation of any monument, marker, engraving or memorialization is permitted until the interment rights have been paid in full.
- c) Purchasers of interment rights acquire only the right to direct the burial of human remains and the installation of monuments, markers and engravings, subject to the conditions set out in the Cemetery By-law.
- d) The purchase of interment rights is not a purchase of real estate or real property.
- e) Each purchaser of interment rights, upon full payment, shall be entitled to the following:
  - i) Certificate of Interment Rights;
  - ii) Executed Contract;
  - iii) Sales receipt;
  - iv) Copy of the Cemetery By-law (including price list); and
  - v) Diagram of cemetery or columbarium.

### 4. TRANSFER OF INTERMENT RIGHTS

- a) The resale of interment rights by the holder to a third party is prohibited.
- b) A purchaser may gift, bequest or otherwise transfer interment rights, without consideration, to any other person by giving written notice of the transfer to the Township and by returning the original Certificate of Interment Rights.
- c) In the case where a deceased interment rights holder has left a "*Last Will and Testament*" containing a specific bequest of a plot, a Notarized copy and/or Court certified copy of the said "*Last Will and Testament*" or a "*Certificate of Appointment of Estate*" is required and will be subject to a fee as set out in the price list.

If the Will does not contain a specific bequest of the plot, a request in writing from the Estate Trustee(s) or from all of the heirs-at-law for the transfer is required.

- d) Upon receipt of the notice, the required transfer fee as set out in the Price List and the original Certificate of Interment Rights, the Township shall amend its records and issue a new Certificate of Interment Rights to the Transferee.

- e) Any transfer of Interment Rights within five (5) years of the original purchase date, or if it is deemed to be in an attempt to subvert the requirement for the payment of non-ratepayer fees, shall be subject to the applicable transfer fee plus the difference between the Ratepayer and Non-Ratepayer rate.
- f) Exchange of Interment Rights: If the Interment Rights Holder wishes to exchange their Interment Rights within any Cemetery, the holder must make a written request to the Township. Where there is more than one Interment Rights holder, the consent of all Interment Rights Holders shall be required. Any exchange of Interment Rights shall be at the discretion of the Township and subject to payment of the Transfer fee as set out in the Price List.

**5. CANCELLATION OR RESALE OF INTERMENT RIGHTS**

**a) Cancellation of Interment Rights within 30 Day Cooling-Off Period**

- i) A purchaser has the right to cancel an interment rights contract within thirty (30) days of signing the interment rights contract, by providing written notice of the cancellation to the Township.
- ii) The Township will refund **all monies** paid by the purchaser within thirty (30) days from the date of receipt of the written request for cancellation.

**b) Cancellation of Interment Rights after the 30 Day Cooling-Off Period**

- i) Upon receiving written notice from the purchaser of the interment rights the Township will cancel the contract and issue a refund to the purchaser for the amount paid for the interment rights less the appropriate amount that is required to be deposited into the Care and Maintenance Fund.
- ii) Refund will be made within thirty (30) days of receiving said written notice
- iii) If the interment rights certificate has been issued to the interment rights holder(s), the certificate must be returned to the Township along with the written notice of cancellation.
- iv) If any portion of the interment rights has been exercised, the purchaser, or the interment rights holder are not entitled to cancel the contract or resell the interment rights.

**c) Resale of Interment Rights after the 30 Day Cooling-Off Period**

Note: All resales of interment rights must be carried out through the Township.

- i) The resale of interment rights by the holder to a third party is prohibited.
- ii) If a rights holder wishes to resell the interment rights, the holder must make the request in writing to the Township.
- iii) The Township will repurchase the interment rights at the price listed on the current Price List, less the Care and Maintenance Fund contributions made at the time of purchase.

- iv) Any services provided, such as the purchase of corner markers, will not be refunded.
- v) If any portion of the interment rights has been exercised, the purchaser, or the interment rights holder(s) are not entitled to resell the interment rights.
- vi) The repurchase and payment to the rights holder requesting the resale must be completed within thirty (30) days of receiving the request.
- vii) The interment rights holder requesting the resale of the rights must return the interment rights certificate to the Township and the rights holder(s) must endorse the interment rights certificate, transferring all rights, title and interest back to the Township. The appropriate paperwork must be completed before the Township reimburses the rights holder(s).

## 6. INTERMENTS

- a) Interment rights holders must provide written authorization prior to a burial or an entombment taking place. Should the interment rights holder be deceased, authorization must be provided in writing by the person authorized to act on behalf of the interment rights holder (i.e. personal representative, estate trustee, executor or next of kin)
- b) 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 Township for the completion of the contract and the public register prior to each burial or entombment of human remains or cremated human remains.
- c) No interment or entombment shall take place until any interment fees have been paid in full and the following documents are provided to the Cemetery:
  - BURIAL PERMIT issued by the Division Registrar or equivalent document showing that the death has been registered with the province; or
  - CREMATION CERTIFICATE.
- d) The Cemetery shall be given at least forty-eight (48) hours of notice for each burial of human remains or cremated human remains and shall not take place outside of the interment hours as set out in the Hours of Operation, unless otherwise permitted.
- e) For indigent burials a warrant signed by an official of the Social and Family Services Department is required indicating that the department will be responsible for the payment of such interment.
- f) No winter burial shall take place between November 15<sup>th</sup> and April 1<sup>st</sup> in any year, unless weather or ground conditions permit an extension.
- g) When full size interments are required all funeral homes shall be responsible for the supply and operation of lowering devices and artificial grass, whether owned by the funeral home or leased from a supplier by the funeral home.
- h) Remains to be buried in a plot must be enclosed in a container made from a material of sufficient strength and durability, sealed securely to permit the burial. The container used must be of a size to permit the burial within the dimensions of the plot.

- i) No person shall scatter cremated remains on any grave.
- j) In ground cremations shall be buried at a minimum of two feet (2') in depth
- k) Opening and closing of columbarium niches may only be conducted by the Township.
- l) Number of interments permitted in a plot:
  - (i) Burial Plots
    - a) One (1) burial and three (3) cremations per plot; or
    - b) Four (4) cremations per plot.
  - (ii) Cremation Plots
    - a) Two (2) cremations per plot.
  - (iii) Columbarium Niches
    - a) Two (2) cremations per niche.

**7. DISINTERMENTS**

- a) No disinterment shall be made without the consent of the Medical Officer of Health and the interment rights holder except under a court order as provided in the *Funeral, Burial and Cremation Services Act, 2002*, as amended. Proper documents and the necessary fees shall be provided prior to the disinterment.

**8. MONUMENTS AND MARKERS**

- a) Fees:
  - i) No memorial or other structure shall be erected or permitted on a plot until all charges have been paid in full.
  - ii) Every person wishing to install a monument or marker in a cemetery shall pay the amount prescribed by the Act to be deposited into the Care and Maintenance Fund.
- b) No monument, footstone, marker or memorial of any description shall be placed, moved, altered, or removed without permission from the Township.
- c) Minor scraping of the monument base of an upright monument due to grass/lawn maintenance is considered to be normal wear.
- d) The Township reserves the right to determine the maximum size of monuments, their number and their location on each plot. They must not be of a size that would interfere with any future interments.
- e) Liability: The Township 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 which occurs during memorialization or installation.
- f) Public Safety: Should any monument or marker present a risk to public safety because it has become unstable, the Township shall do whatever it deems necessary by way of repairing, resetting, or laying down the monument or marker or any other remedy so as to remove the risk.

- g) Dignity & Decorum: The Township 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.
- h) Installation: All monuments including natural stone shall be erected by the monument companies or contractors approved by the Township.
- i) Stability: All markers must be able to withstand a minimum of 200 lbs of horizontal force applied anywhere on the monument without toppling.
- j) Approval Process:
  - i) A monument, private mausoleum, or other structure shall be erected only after the specific design plans have been approved by the Township including: dimensions, material of structure, construction details and proposed location.
  - ii) 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 Township.
- k) Monument Material:
  - i) All monuments and markers shall be constructed of bronze, granite, marble or other durable natural stone.
  - ii) 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.
- l) Foundations:
  - i) All foundations for monuments and markers shall be built by, or contracted to be built for, the Township at the expense of the interment rights holder.
  - ii) All upright monuments must be placed on a poured concrete foundation to a minimum depth of 5 feet.
- m) Placement: There shall be permitted only one (1) upright monument, or pillow monument per burial plot plus a maximum of two (2) flat markers per plot for cremations or a maximum of three (3) markers. The marker/monument must be placed at the centre of the head of the plot.
- n) Upright Monuments
  - For single plot
    - Height - maximum: 4 feet
    - Width - maximum: 2 feet 8 inches
    - Thickness of die - minimum: 6 inches
    - Foundation width - maximum: 2 feet 8 inches
  - For double plot
    - Height - maximum: 4 feet
    - Width - maximum: 6 feet
    - Thickness of die - minimum: 6 inches
    - Foundation width - maximum: 6 feet



o) Pillow Monuments

Size - maximum: 18 inches x 24 inches

Slopes from a height of: 8 inches (back) to 5 inches (front) or 6 inches (back) to 4 inches (front)

Base (concrete pad) - minimum: 4 inches deep.

Upper surface of the concrete pad shall extend 3 inches on all sides of the marker and be flush with the ground.

p) Flat Monuments

Size - maximum: 18 inches x 24 inches

Thickness of die - minimum: 4 inches or 10 cm

Flat monuments shall be flat on top and set level with the ground so that a lawnmower can pass safely over them.

q) Corner Markers

i) Interment rights holders may purchase corner markers to delineate the four corners of a plot.

ii) Corner markers shall be 6" x 6" wide x 3" thick and installed by the Township.

**9. MONUMENT DEALERS, CONTRACTORS AND WORKERS**

a) Any contract work to be performed within the cemetery requires the written pre-approval of the interment rights holder and the Township before the work may begin.

i) Pre-approval includes but is not limited to: landscaping, delivery of monuments and markers, inscriptions, designs, drawings, plans and detailed specifications relating to the works, proof of all applicable government approvals and permits, the location of the work to be performed.

ii) It is the responsibility of all contractors to report to the cemetery office and provide the necessary approvals before commencing work at any location on the cemetery property.

b) Prior to the start of any said work, contractors must provide proof of:

- WSIB clearance certificate or independent operator's status;
- Occupation Health and Safety compliance standards;
- Environmental Protection;
- WHMIS; and
- Evidence of liability insurance of not less than \$2 million dollars.

c) All contractors and all work carried out by contractors within the cemetery shall comply with the requirements of this By-law.

d) Contractors, monument dealers and suppliers shall not enter the cemetery in the evening, weekends or statutory holidays, unless approval has been granted by the Township.

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

f) Contractors shall temporarily cease all operations if they are working within 100 metres of a funeral until the conclusion of the services. 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.

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

**10. COLUMBARIUM**

- a) Payment must be made to the Township before an interment may take place.
- b) Only the Township may open and seal niches for entombments. This applies to the inside sealer and the niche front.
- c) To ensure quality control, desired uniformity and stand of workmanship, only the Township shall cause to inscribe all niche fronts.
- d) No person other than cemetery staff shall remove or alter niche fronts.
- e) No plaques, vases, adornments or emblems affixed to the columbarium or individual niches are permitted. Any such items shall be removed and disposed of without notification and at the expense of the interment rights holder.

**11. CARE AND PLANTING**

- a) A portion of the price of interment rights is trusted into the Care and Maintenance Fund. The income generated from this fund is used to maintain, secure and preserve the cemetery grounds. Services that can be provided through this fund include:
- Re-levelling and sodding or seeding of plots;
  - Maintenance of cemetery roads, sewers and water systems;
  - Maintenance of perimeter walls and fences;
  - Maintenance of cemetery landscaping;
  - Maintenance of columbarium;
  - Repairs and general upkeep of cemetery maintenance buildings and equipment.
- b) All ground maintenance shall be performed by cemetery staff.
- c) No person other than cemetery staff shall remove any sod or in any other way change the surface of the burial plots in the cemetery.
- d) No person shall plant trees, flower beds or shrubs in the cemetery except with the approval of the cemetery.
- e) The Township may remove in whole or in part any article, existing trees or shrubs, which have become:
- detrimental to efficient maintenance; or
  - constitute a hazard to machinery, cemetery staff or visitors; or
  - is prejudicial to adjacent plot(s) or
  - is unsightly; or
  - does not conform with the general appearance of the grounds
- f) 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.
- g) Hanging flower containers are permitted. All containers must be of a non-breakable material for the safety and convenience of cemetery staff.

No glass containers of any kind are permitted in the cemetery at any time.

- h) No fences, borders, walls or other perimeter marking shall be placed around a plot – any such markings will be removed by the Township.

**12. VISITORS**

- a) All visitors are requested to respect the deceased and conduct themselves accordingly.
- b) Children under the age of twelve (12) years are not permitted on the grounds unless accompanied by an adult who shall be responsible for their conduct.
- c) Pets are not permitted in the cemetery.
- d) Vehicles within the grounds shall not exceed a speed of ten (10) kilometres per hour and must travel on the driveway portion only.
- e) Any person defacing monuments or cemetery property shall be prosecuted according to law.
- f) No person within the cemetery shall:
  - i) Willfully destroy, injure, or remove any monument, marker, structure, tree, or shrub.
  - ii) Play any sport.
  - iii) Carry any firearm except during a military funeral.
  - iv) Commit a nuisance.
  - v) Hold a picnic or party unless at the discretion of local Cemetery Committee(s).
  - vi) Advertise or canvas for orders or distribute business cards.

 Ontario	Ministry of Government Services Cemeteries Regulation	Ministère des Services gouvernementaux Réglementation des cimetières
	<b>APPROVED</b> In accordance with the regulations under The Cemeteries Act.	<b>APPROUVE</b> conformément aux règlements afférents à la Loi sur les cimetières.
Date of Approval/ Date de l'approbation	17 April 2013	
File No. of Cemetery/ Numéro de fichier de Cimetière	02483	
By/ Par		