

**THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE**

**By-law number 2021-120**

**being a by-law to maintain, manage, regulate and control  
Maple Grove Cemetery**

**Whereas**, Section 10 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, authorizes municipalities to provide any service that the municipality considers necessary or desirable for the public; and

**Whereas** the Funeral, Burial and Cremation Services Act, 2001, S.O. 2002, C3, (FBCSA) provides that by-laws may be passed by the owner affecting the operations of the cemetery; and

**Whereas** Section 151 of Ontario Regulation 30/11 (O. Reg. 30/11) made under the Act provides that no cemetery by-law is effective until it is filed with and approved by the registrar appointed under subsection 3 (1) of the Act; and

**Whereas** the subject by-law was filed with the registrar and received approval on September 27, 2021; and

**Whereas** it is expedient to pass a by-law for the maintenance, management, regulation and control of the Maple Grove Cemetery owned by the Corporation of the Township of Southgate;

**Therefore be it resolved that** the Council of the Corporation of the Township of Southgate enacts as follows:

**That** this by-law be referred to as the "Cemetery By-law"; and

**That** By-law 103-2013 is hereby repealed.

Part 1: Definitions

Part 2: Duties of the Corporation of the Township of Southgate

Part 3: Duties of the Cemetery Secretary

Part 4: Sale and Transfer of Interment Rights

Part 5: Interments and Disinterment's

Part 6: Scattering Gardens

Part 7: Care of Lots

Part 8: Monuments and Markers–General Information

Part 9: Rules for Monument Dealers, Contractors and Worker

Part 10: Mortuary Regulations

Part 11: Columbarium Regulation

Part 12: Rules for Visitors

Part 13: Other

## **Part 1: Definitions**

- 1.1 "Act" shall mean the Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, c. 33, as amended.
- 1.2 "Bereavement Authority of Ontario (BAO)" means the agency who administers provisions of the FBCSA, as amended, on behalf of the Ministry of Government and Consumer Services.
- 1.3 "Cemetery" shall mean the Maple Grove Cemetery, located on Part Lot 230 Concession 3, Former Township of Proton, County of Grey, further described as 180199 Grey County Road 9, Dundalk Ontario, N0C1B0.
- 1.4 "Caretaker" shall mean the current caretaker of the Maple Grove Cemetery as determined by the Township of Southgate.
- 1.5 "Care and Maintenance Fund" shall mean a prescribed amount or a percentage of the purchase price (excluding tax) of all interment and scattering rights sold, transferred, assigned or permitted, and prescribed amounts for monuments and markers. If no scattering rights are sold but scattering is permitted a prescribed amount must be contributed to the fund when the scattering is conducted. Interest earned from this fund is used to provide care and maintenance of lots, plots, markers and monuments at the cemetery.
- 1.6 "Certificate of Interment Rights" shall mean the certificate issued by the Corporation of the Township of Southgate 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.
- 1.7 "Columbarium" shall mean a structure designed for interring cremated human remains in sealed compartments known as "niches".
- 1.8 "Contract" - For purposes of these by-laws, all purchasers of interment or scattering rights, or other cemetery supplies and services must 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.
- 1.9 "Corner Marker/Corner Posts/Corner Stones" – see "Marker"
- 1.10 "Corporation" shall mean the Corporation of the Township of Southgate.

- 1.11 "Fees & Charges" shall mean the current fees and charges as approved by the Council of the Corporation of the Township of Southgate.
- 1.12 "Grave" (Also known as a Lot) means any inground burial space intended for the interment of a child, adult or cremated human remains and having a size of 1.22 meters (4 feet) by 3.05 meters (10 feet).
- 1.13 "Interment Rights" shall mean 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.
- 1.14 "Interment Rights Holder" shall mean 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.
- 1.15 "Lot" shall mean an area of land in a cemetery containing or set aside to contain human remains.
- 1.16 "Marker" shall mean any permanent memorial structure including a flat marker, upright marker or monument, tombstone, headstone, corner marker or stone, or plaque affixed to or intended to be affixed to a lot, plot, columbarium niche or other structure, grounds or place intended for the deposit of human remains.
- i. "Corner Markers /Corner Posts / Corner Stones" shall mean the stones being a size of 6" X 6" and set flush with the surface of the ground used to indicate the corners of a lot or plot.
  - ii. "Flat Marker" shall mean any permanent granite, marble or bronze marker set flush with the surface of the ground not including corner markers.
  - iii. "Monument or Upright Marker" shall mean any permanent granite, marble or bronze monument or marker projecting above ground level.
- 1.17 "Ministry" shall mean the Ontario Ministry of Government and Consumer Services.
- 1.18 "Niche" shall mean an individual compartment in a columbarium for the entombment of cremated human remains.
- 1.19 "Plan" shall mean the plan of the cemetery, approved by the

Bereavement Authority of Ontario.

- 1.20 "Plot" shall mean a lot in which the rights to inter have been sold as a unit.
- 1.21 "Secretary" shall mean the Secretary of the Maple Grove Cemetery, as determined by the Township of Southgate.
- 1.22 "Scattering Right" shall mean the right to direct the spreading of cremated remains over a designated area within the cemetery with permission of the Township of Southgate.
- 1.23 "Scattering Rights Holder" shall mean any person who holds the right to scatter cremated human remains in the designated area within the cemetery.

## **Part 2: Duties of the Corporation of the Township of Southgate**

- 2.1 The Corporation of the Township of Southgate 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 this by-law.
- 2.2 No interment or removal of bodies shall take place without notice to the Secretary of the Cemetery and he/she shall see that a proper burial permit or other certificate required by law is furnished to him/her in each instance.
- 2.3 The Corporation distinctly disclaims all liability for loss or damage from causes beyond their control and especially from damage caused by the elements and acts of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, accidents, invasion, insurrections, riots, or order of any military or civil authority, whether damage be direct or collateral.
- 2.4 The Corporation shall take reasonable precautions to protect the property of interment rights holders, but they assume no liability or responsibility for the loss of or damage to any article that is placed on any lot.
- 2.5 Under 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.
- 2.6 The cemetery shall be governed by these by-laws, and all procedures will comply with the FBCSA and O. Reg. 30/11 and 184/12, which may be amended periodically. All by-law amendments must be:

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

All by-laws and by-law amendments are subject to the approval of the Registrar, FBCSA, BAO.

### **Part 3: Duties of the Cemetery Secretary**

- 3.1 It shall be the duty of the Secretary of the Cemetery who shall have the authority on behalf of the Corporation as follows:
  - 3.1.1 To receive all monies for the sale of Interment Rights and for the Care and Maintenance Fund, and all other monies or property given, allocated, bequeathed or set aside for the upkeep or care of any lot or portion of the cemetery and all other monies and property receivable by the Corporation with respect to the cemetery.
  - 3.1.2 To set aside for Care and Maintenance monies received on the sale of Interment Rights and monies received for the placement of monuments and markers as prescribed by the regulations under the Act, and to set aside all other monies received for that purpose. To set aside for the purpose of upkeep and care of any lot or portion of the cemetery any monies or other properties given, allocated, bequeathed or set aside for such purposes and to invest same, in such securities as may from time to time be authorized by the provisions of the Trustees Act or the FBCSA, as amended.
  - 3.1.3 To receive and transfer, all interest received from the Care and Maintenance Fund investments and all interest and other income from monies invested or from other property given, allocated, bequeathed or set aside for the purpose of the upkeep and care of any lot or portion of the cemetery.

### **Part 4: Sale and Transfer of Interment Rights**

- 4.1 Interment Rights may only be purchased from the administrative office of the Township of Southgate at the rate in the current approved Fees and Charges By-law. Prices for interment rights shall include the applicable portion for deposit to the Care and Maintenance Fund. Interment Rights may not be

purchased or sold elsewhere.

- 4.2 Purchase of Interment Rights acquires only the right and privilege of the burial of human remains or cremated remains and of installing markers or monumentssubject to the rules and regulations in force and approved by the Ministry.
- 4.3 Payment of Interment Rights shall be made at the Township of Southgate Administration Office. Payment for lots and services shall be in accordance with the Fees and Charges in effect at the time of purchase.
- 4.4 Each purchase of a lot shall be entitled to an Interment Rights Certificate. Such certificate shall only be issued when all applicable fees have been paid. No monument or marker shall be placed on any lot until all charges have been paid.
- 4.5 Where a purchaser has entered into an Interment Rights Contract and all of the requirements have been met, the purchaser of interment rights is entitled to cancel the contract at any time within thirty (30) days of the date the signed contract is delivered to the purchaser by giving the Corporation written notice of the cancellation, as set out in the Act and regulation(s) and where no interments have taken place. Where a written notice of cancellation of an Interment Rights Contract is received, within thirty (30) days after receiving the notice, the Corporation shall refund to the purchaser of interment rights all money received under the contract, including the Care and Maintenance Fund contribution, together with any amounts that are prescribed under the regulation(s).
- 4.6 In accordance with section 44(1) of the Act, the Corporation may re-purchase the Interment Rights from the Interment Rights Holder provided that no interments have taken place. The re-purchase price of the interment rights shall be determined by using the current price for the Interment Rights as per the Fees and Charges By-law less any expenses incurred, Harmonized Sales Tax, and any payments already paid into Care and Maintenance in respect to the specified Interment Rights.
- 4.7 The Secretary will provide each Rights Owner at the time of sale with:
  - i. a copy of the Contract;
  - ii. a copy of the Cemetery By-law;
  - iii. upon payment in full, a Certificate of Interment Rights;
  - iv. a *Guide to Death Care in Ontario*, as provided by the Bereavement Authority of Ontario; and
  - v. the price list.
- 4.8 Interment Rights Owners are required to provide the Secretary with any

change of address.

## **Part 5: Interments and Disinterment's**

- 5.1 No interments or disinterment's shall take place between December 15 and April 1 of any year, except for columbarium interments or as otherwise instructed to do so by the BAO.
- 5.2 Not more than one burial shall be made in any single grave except:
  - (i) the cremated remains of not more than four persons;
  - (ii) a 60.96 cm X 30.48 cm (24" X 12") minimum infant container may be buried at the head end of a single grave in which a casket containing human remains has been buried, provided space is available.
- 5.3 Remains to be buried in a grave shall be enclosed in a container or vault, sealed securely and of sufficient strength to permit burial with the container remaining intact. The container or vault must be of a size to permit burial within the size of the lot.
- 5.4 All interments must be authorized in writing by the Interment Rights Holder except for the interment of the Interment Rights Holder.
- 5.5 The Caretaker of the cemetery or someone in the employ of the Corporation shall be in attendance at each interment.
- 5.6 A burial permit issued by the Division Registrar, showing that the death has been registered and the fee for the opening of the lot according to the fee found in the current fees and charges, must be deposited with the Secretary before interment can take place, except on Saturday's, Sunday's and Statutory Holidays when the Cemetery Caretaker may accept the burial permit and fee.
- 5.7 In the case of a cremation interment or columbarium interment, the original cremation certificate and the prescribed fee for this service according to the current fees and charges must be deposited with the Secretary, except on a Saturday's, Sunday's and Statutory Holidays when the Cemetery Caretaker may accept the certificate and fee.
- 5.8 Persons requesting interments in plots shall be held responsible for charges incurred.
- 5.9 When interment rights in a lot/plot are held jointly by two or more persons, an order will be accepted from either or any of them or their authorized representatives for interment in such part of the plot as may be requested.

- 5.10 No lot shall be opened for interment or disinterment by any person not in the employ of or under the direction of the Corporation, except under special circumstances and by permission of the Corporation.
- 5.11 The interment fee includes the opening and closing of the lot and the administration of the burial.
- 5.12 No person shall remove human remains, from a cemetery without the Interment Right's Holder's permission. A certificate from a Medical Officer of Health and the Corporation confirming that the Act and the regulations have been complied with shall be 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 Act and regulations. Scattered remains cannot be recovered.
- 5.13 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) as per FBCSA, Section 102.1.
- 5.14 The Corporation will exercise all due care in making burials and interments but is not responsible for damage to any casket, urn or other container sustained during disinterment.
- 5.15 No interment shall be permitted in any lot where the interment rights have not been paid in full.
- 5.16 The Corporation 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 or the transfer or conveyance of any interment rights. The Corporation may either cancel such grant or substitute other interment rights or lot of equal value and similar location, as far as is reasonably possible or refund all money paid on account for such purchase. Notice will be given personally to the Rights Owners. If necessary, it may be mailed to the Rights Owners or their legal representatives at the last appearing address in the record books of the Corporation. In the event any such error may involve the disinterment of remains, the Corporation shall first obtain the approval of any regulatory authority and the interment rights owner.
- 5.17 The Corporation shall not be held responsible for any errors made for any funeral arrangements made over the phone. These arrangements should be made in writing.
- 5.18 Notice of each interment to be made shall be given to the Secretary of the Cemetery at least 48 hours in advance, 8 hours of which must be regular



working hours. The Corporation cannot be held responsible for having lots prepared for funerals unless such notice is given.

## **Part 6: Scattering Garden**

- 6.1 Cremated remains may be scattered within a designated area of the cemetery known as the Scattering Garden.
- 6.2 Scattering rights are sold as a "multiple right" meaning that multiple cremated remains may be scattered in the scattering grounds. In accordance with the Act, the Care and Maintenance portion of the scattering rights sold as multiple rights is \$25 or 15% of the total selling price.
- 6.3 A scattering rights contract must be completed, and the payment of the scattering fee must be received before the scattering of cremated human remains within the cemetery can take place.
- 6.4 Ashes to be scattered in the Scattering Garden must be scheduled and be carried out in the presence of the caretaker or other employee of the Township.
- 6.5 Once scattered, cremated remains cannot be retrieved.

## **Part 7: Care of Lots**

- 7.1 All lots shall be properly maintained by the Corporation.
- 7.2 No person shall do any work upon a burial lot without the permission of the caretaker.
- 7.3 Dwarf evergreens are permitted only on lots having a monument and only one shall be planted on either side of the monument. All plantings must be approved by the caretaker.
- 7.4 The height of such shrubs and/or ornamental trees shall at no time exceed .91 meters (3 feet) above adjacent ground level.
- 7.5 The diameter of such shrubs and/or ornamental trees at their widest point, including all foliage shall at no time exceed 35.56 cm (14"), or obstruct adjacent lots.
- 7.6 If any trees or shrubs situated in any lot shall have become, by means of their roots or branches or in any other way, detrimental to the adjacent lots, drains, roads or walks or prejudicial to the general appearance of the grounds or inconvenient to the public, the Corporation may remove such trees, shrubs, or parts thereof, after 30 days notice to the Interment Rights Holder.
- 7.7 No glass containers of any kind are allowed in the cemetery at any time.

- 7.8 Nails, wires, wooden crosses, articles of glass or pottery or any other material that creates a hazard to workmen and to visitors when neglected or broken is not allowed in the cemetery.
- 7.9 Borders, fences, railings, walls, cut-stone coping and hedges in or around lots are prohibited.
- 7.10 No Interment Rights Holder shall change the grading of their lot. In case of any such change, the Corporation may restore the lot to its original grade at the expense of the interment rights holder.
- 7.11 No unauthorized person shall sod, move cornerposts or lot markers.
- 7.12 The Corporation shall not be responsible for loss or damage to any articles left upon any lot.
- 7.13 Vases, urns and flower stands not properly cared for and not filled with plants by the twentieth of June in any year may be removed from the lot and any stand, holder vase or other receptacle for flowers deemed unsightly or unsuitable by the Corporation may be prohibited and removed by the caretaker.
- 7.14 Flower beds not exceeding 45.72 cm (18") in width shall be permitted in front of the bases of the monuments and where there is no monument, can only be made by permission of and under the supervision of the caretaker, and if not replanted by June fifteenth may be resodded and charged to the Interment Rights Holder.
- 7.15 Potted plants must not be buried but must be placed on top of the ground as close to the monument base as practical.
- 7.16 Those who place potted plants or urns not planted by the Corporation, are responsible for their upkeep and must be removed by September 15<sup>th</sup>.
- 7.17 Cement urns are allowed to remain after September 15<sup>th</sup> but must be placed upside down as close to the monument as possible.
- 7.18 Artificial wreaths without glass or plastic covers are allowed to be placed on the lot after October fifteenth provided, they are securely fastened to the monument or where there is no monument, mounted on a stand of at least 76.20 cm (30") high and securely anchored to the ground.
- 7.19 To preserve the proper appearance of the grounds, artificial wreaths must be removed before May 1<sup>st</sup> of each year; otherwise, Corporation authorities will remove them. Casket saddles are excepted.

## **Part 8: Monuments and Markers – General Information**

- 8.1 Only authorized personnel of the Cemetery and/or approved monument dealers, contractors or workers are authorized to install, change, repair or remove monuments or markers in the Cemetery.
- 8.2 Prior to the installation of a monument or marker in the cemetery the prescribed fee, as set out in the Act shall be paid to the Cemetery's Care and Maintenance Fund, as follows:
  - i. In the case of installing a flat marker measuring at least 1116.3 cm<sup>2</sup>/173 sq. in, \$50.
  - ii. In the case of installing an upright marker measuring 1.49 m<sup>2</sup>/16 sq ft or smaller including the base, \$100.
  - iii. In the case of installing an upright marker measuring larger than 1.49m<sup>2</sup>/16 sq ft including the base, \$200.
- 8.3 No monument or other structure shall be erected or permitted on a lot until charges have been paid in full.
- 8.4 All installations of monuments and markers and their foundations shall be arranged for by the Interment Rights Holder through monument dealers or contractors subject to the conditions of this by-law.
- 8.5 No monument, footstone, marker or memorial of any kind shall be placed, moved, altered or removed without permission from the Corporation.
- 8.6 No inscription shall be placed on any monument which is not in keeping with the dignity and decorum of the cemetery as determined by the Corporation.
- 8.7 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 must be made of an unbreakable, heat resistant glass or plastic material that is fire resistant.
- 8.8 No monument or marker will be delivered to the cemetery without the request for installation form containing the following information:
  - (i) the Interment Rights Owner's name/address,
  - (ii) instructions for placement of the marker or monument,
  - (iii) the dimensions in the case of a flat marker,
  - (iv) in the case of a monument:
    - the dimensions of the die, height, width and length
    - the dimensions of the base, height, width and length
    - the overall size of the monument
    - a description of the monument; colour/design

- the appropriate amount for the Care and Maintenance Fund in relation to the size of the marker/monument as set out in section 7.1 must be paid prior to installation.

- 8.9 If a monument or marker in a cemetery presents a risk to public safety because it is unstable, the Corporation shall do whatever is necessary by way of repairing, resetting, or laying down the marker to remove the risk.
- 8.10 For the purpose of the regulations, a monument shall be understood to mean any permanent memorial projecting above ground level.
- 8.11 Minor scraping of the base portion of the upright monuments due to turf mowing operations is considered by the Corporation to be normal wear.
- 8.12 The Corporation 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 or part thereof except where such damage or loss is due to its negligence.
- 8.13 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.
- 8.14 A double lot is allowed one upright monument and only 2 footstones or 4 cornerposts are allowed.
- 8.15 No monument other than a headstone may be erected on a single grave and only one headstone may be erected thereon.
- 8.16 The maximum size monument allowed on a lot is:
  - height 1.22 meters (4 feet), for all lot sizes
  - width 1.22 meters– 1.84 meters (4ft–6ft)
  - base (minimum) 30.48 cm (12 inches)
  - base (minimum) 35.36 cm (14 inches) except where stones are provided by the Ministry of Veteran’s Affairs.
- 8.17 The maximum width of a base is controlled by the width of the plot where it will be installed. No base shall be closer than 7.6 cm (3 inches) to the lot width side lines on which it is to be installed.
- 8.18 Only family names on back of monuments will be permitted.
- 8.19 Both sides of the stone cannot be used. Monuments cannot be placed “back-to-back” against another.
- 8.20 Monuments must be placed at the center of the head end of the lot except

where alignment with existing nearby monuments justifies another location. Approval of the location must be obtained from the Corporation before a monument is set.

- 8.21 The minimum thickness of a die may be 15.24 cm (6 inches) to a height of 27 inches or the minimum thickness of a die over 27 inches in height must be 20.50 cm (8 inches) except where stones are provided by the Ministry of Veteran's Affairs.
- 8.22 The die stones must be installed on a granite base. The height of the base shall be minimum of 20.3 cm. The top surface of the base must be both wider and longer than the die in order to provide a minimum border of 7.6 cm (3 inches) of the surface of the base exposed on all sides. Bottoms of the base shall be smooth sawn.
- 8.23 No foundations may be constructed after October 1<sup>st</sup> in any year and before May 1<sup>st</sup> the following year.
- 8.24 The foundation shall be built in the designated space in the proper dimensions of the monument base. If incorrect dimensions have been given on the application form signed by the Interment Right's Holder and/or the supplier, the foundation must be immediately removed and rebuilt by the Corporation at the expense of the Interment Rights Holder. Foundations will not be less than 5 feet deep and they will be set at the Corporation's direction:
  - (i) the required concrete mix for foundations will be 20.5 MPA;  
75mm slump  
20 mm aggregate  
5% +/- 1% air entraining agent  
trowel finish all edges,
  - (ii) the surface of the area shall be flush with the surrounding ground level and shall provide a level surface free of defects,
  - (iii) foundations must be cured a minimum of 48 hours before placing the monument,
  - (iv) contractors shall be under the supervision of the Corporation
  - (v) no concrete shall be placed until a representative of the Corporation has approved the grades and all loose material is removed from the grade. The placing shall commence at the low point in the grade and the concrete shall be thoroughly consolidated to eliminate all air pockets and concrete that is partially set,
  - (vi) defective areas must be prepared to the approval of the Corporation. The finished concrete shall be protected from the wind, rain or sun during the curing by covering it completely with a piece of plywood having a minimum thickness of 1.27 cm (1/2 inch). All rubbish and

excavated material shall be removed from the excavationsite to a place designated by the Corporation.

- 8.25 Markers will be accepted for installation during regular working hours. If weather and ground conditions permit, installations will be made within 30 days after acceptance. Markers will not be accepted from any monument dealer for storage during the winter months.
- 8.26 Markers or footstones of bronze, marble or granite are permitted with size and quantity restrictions according to the section of the cemetery and the regulations deemed necessary as per the size of the lot in that section. Its placement must not interfere with future interments.
- 8.27
- |                       |                                 |
|-----------------------|---------------------------------|
| Single lot maximum    | 30.48 cm X 60.96 cm (12' X 24") |
| Double lot maximum    | 30.48 cm X 107 cm (12" X 42")   |
| Cremation lot maximum | 42.60 cm X 50.7 cm (16" X 20")  |
- 8.28 Flat markers are to be flat on top and set level with the ground so that a lawnmower can pass safely over them and shall be set by employees of the Corporation, at the expense of the interment rights holder, on payment of the fee provided in the fees and charges.
- 8.29 Any flat marker that exceeds the standard width of 30.48 cm (12 inches) can only be installed after a full interment has taken place.
- 8.30 The minimum thickness for all flat markers including footstones is 10 cm (4 inches).
- 8.31 All markers and monuments shall be constructed of bronze, granite or marble. The bottom bed of all bases and markers shall be cut level and true.
- 8.32 The Corporation reserves the right to repair or replace any foundation that is deemed to need repaired or replaced due its age or any other safety factors without permission of the Interment Rights Holder.

## **Part 9: Rules for Monument Dealers, Contractors and Workers**

- 9.1 Monument dealers must state on each order the date they wish foundations ready and must give at least fifteen working days notice before the work is required.
- 9.2 No monument or marker will be delivered to the cemetery until the foundation is completed and the contractor is ready to proceed with the

work of erection.

- 9.3 Contractors, masons and stone cutters shall lay planks on the lots and pathsover which heavy materials are to be moved in order to protect the surface from injury.
- 9.4 The demeanour and behaviour of all workers employed by others in the cemetery shall be subject to the control of the caretaker.
- 9.5 Workers shall cease work if in the immediate vicinity of a funeral until the conclusion of the service.
- 9.6 All work must be done during regular cemetery hours unless by special permission of the Corporation.
- 9.7 Heavy loads shall not be permitted in the cemetery when the roads are in unfit condition.
- 9.8 No monument dealer shall park on the grass unless otherwise directed to do so by the Caretaker.
- 9.9 All implements and materials used in the performance of any work shall be placed where the Caretaker may direct and all rubbish and surplus earth shall be removed when, where, and in such manner as the Caretaker may order. Otherwise, the obstructions will be removed and the expense charged to the monument dealer.
- 9.10 If a monument company desires to set a flat marker they must make arrangements as to time of installation with the Caretaker as all work must be supervised by an employee of the Corporation. The monument dealer shall pay the Corporation the prescribed fee plus necessary taxes for supervising the monument company's people.
- 9.11 If bushes are allowed the intended monument should not exceed 50% of the lot width, i.e. 1.83 meters (6 foot) width allows for .91 meters (3 foot) monument and 45.72 cm (18 inches) for each bush.
- 9.12 Prior to the start of any said work, contractors must provide proof of the following:
  - i. WSIB Coverage;
  - ii. Occupational Health and Safety Compliance Standards; and
  - iii. Evidence of Liability insurance of not less than \$1 million dollars.

## **Part 10: Mortuary Regulations**

- 10.1 The use of the storage vault for any cemetery other than Maple Grove Cemetery shall be billed at the rates shown in the approved Fees and Charges By-law
- 10.2 The Corporation 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. Contact is to be made with Interment Rights Holder and/or Funeral Home prior to.
- 10.3 All Funeral Homes and/or Interment Rights Holders should have proper insurance coverage for any bodies stored in the vault.
- 10.4 All bodies must be removed from the vault by the first of May, weather permitting, or at the approval of the Corporation.
- 10.5 The remains of persons dying from contagious diseases cannot be admitted to the vault but must be interred.
- 10.6 The Corporation reserves the right to determine if the weather conditions are adverse enough to prevent a burial. If necessary, the vault may be used at an extra charge until the weather conditions permit the interment.
- 10.7 All bodies stored in the vault must be embalmed for health reasons.
- 10.8 No body shall be placed in a reinforced cardboard container for storage. Only bodies placed in a wooden or steel casket may be stored.
- 10.9 Township of Southgate personnel shall only assist Interment Rights Holders and/or Funeral Home personnel in removing bodies that are stored in the Mortuary and shall not act as Pall Bearers for any interments or Funeral related services.

## **Part 11: Columbarium Regulations**

- 11.1 A proper original Certificate of Cremation must accompany all cremated remains before interment can take place.
- 11.2 No interment shall be made without the permission from the Interment Rights Holder or a proper representative of the estate if the Interment Rights Holder is deceased.



- 11.3 Cremated remains for interment in a niche must be enclosed in a polypropylene plastic urn or an urn made of durable material.
- 11.4 Compartments will be opened only by employees of the Maple Grove Cemetery and sealed by them after an interment is made.
- 11.5 Each compartment is intended for two urns.
- 11.6 It is advisable that the name of the person for whom interment is intended be registered on the books, so that no complications may arise when request for interment is made.
- 11.7 Approval shall be required by the Corporation for all niche door engravings. Niche door engraving are included in the purchase price of the niche, according to the approved fees and charges by-law. Any engravings that have not received approval and are not in keeping with the decorum of the cemetery will be removed.
- 11.8 No interment shall be permitted until all payments due to the Maple Grove Cemetery have been made.
- 11.9 Flowers, wreaths and designs placed against or near any part of the Columbarium are not permitted and shall be removed by the Cemetery Caretaker.
- 11.10 Artificial flowers and wreaths will not be allowed to remain on or near any part of the Columbarium.
- 11.11 No glass vases or other breakable items are permitted to be placed around the Columbarium.

## **Part 12: Rules for Visitors**

- 12.1 Visitors are always welcome at the cemetery during the open hours from 8:00 am until sunset. They are asked to remember the respect due to the dead.
- 12.2 The Caretaker is empowered and required to preserve order and decorum in the cemetery.
- 12.3 No parades other than funeral processions and memorial processions shall be admitted to or be organized within the Cemetery. Children under the age of 12 years are welcome in the cemetery grounds when accompanied by an adult who shall be responsible for their good conduct.
- 12.4 Vehicles within the cemetery shall be driven at a moderate rate of speed

and shall not leave the avenues or park on the grass unless directed to do so by the Caretaker.

- 12.5 No pleasure ATV's or snowmobiles are allowed in the cemetery.
- 12.6 Proprietors of vehicles and their drivers shall be held responsible for any damage done by them.
- 12.7 Discharging of firearms other than in regular volleys at burial services is prohibited in the cemetery.
- 12.8 No dogs or other pets shall be allowed in the cemetery. Working pets are exempted.
- 12.9 No picnic party or similar event shall be permitted in the cemetery grounds.
- 12.10 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 Corporation 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.
- 12.11 Any complaints by Interment Rights Holders or visitors should be made to the Corporation and controversies with workers or others on the grounds are to be avoided.
- 12.12 Rubbish shall not be thrown out on roads, walks or any part of the grounds but must be removed by the owner or placed in provided receptacles.
- 12.13 Any person disturbing the quiet and good order of the Cemetery by noise or other improper conduct or who violates this by-law must be expelled from the grounds.
- 12.14 No tips or gratuities are to be given to Cemetery workers by visitors or Rights Holders nor shall any be accepted by any Cemetery worker.
- 12.15 Any article 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 Corporation. An article removed will be held at the Cemetery for collection. If not collected, it will be disposed of after one month.

### **Part 13: Other**

- 13.1 The fees and charges shall be those approved by the Council of the Corporation of the Township of Southgate in the current Fees and Charges By-law.
- 13.2 That any and all prior by-laws regulating the use and management of the Maple Grove Cemetery are hereby repealed.

**Read a first, second and third time and finally passed this 6th day of October, 2021.**

---

Mayor, John Woodbury

---

Clerk, Lindsey Green

