

THE CORPORATION OF MUNICIPALITY OF BAYHAM

BY-LAW NO. 2025-006

BEING A BY-LAW FOR THE MANAGEMENT, REGULATION
& CONTROL OF CEMETERIES

WHEREAS pursuant to the Funeral, Burial and Cremation Services Act 2002, Ontario Regulation 30/11, s.150 (1) an owner of a cemetery or crematorium may make by-laws affecting the operation of the cemetery or crematorium;

AND WHEREAS the Corporation of the Municipality of Bayham is the owner of cemeteries;

NOW THEREFORE, THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF BAYHAM ENACTS A BY-LAW AS FOLLOWS:

SHORT TITLE

This By-law may be cited as the Cemeteries By-law

Section 1 - Definitions

1.1 For the purpose of this By-law:

- a) **'Act'** shall mean the *Funeral, Burial and Cremation Services Act, 2002*, as amended and the Regulations thereto.
- b) **'Board'** shall mean the Cemetery Board appointed by the Municipality to oversee the Cemetery in accordance with the Cemetery By-law and the Act.
- c) **'Burial'** shall mean the opening and closing of an in-ground lot or plot for the disposition of human remains or cremated human remains.
- d) **'Care and Maintenance Fund'** The FBCSA, O. Reg. 30/11 and O. Reg. 184/12 require that an amount of money, that is the greater of a minimum prescribed amount and a percentage of the purchase price (excluding tax) of all interment rights sold, transferred or assigned; and prescribed amounts for monuments and markers, be contributed into the operator's care and maintenance trust fund. Interest earned from this Care and Maintenance Fund is used to cover the costs of care and maintenance of the cemetery, including markers and monuments, in perpetuity.
- e) **'Cemetery'** shall mean lands set aside and approved for the interment of human remains and includes a mausoleum, columbarium, scattering garden, chapel or other similar structures.
- f) **'Cemetery Operator'** shall mean the Municipality or designate.
- g) **'Cemetery Services'** shall mean:
 - i. opening and closing of a lot or plot;
 - ii. interring or disinterring human remains;
 - iii. construction of a foundation and installation of a marker or monument;

- iv. setting of corner posts
 - v. placement of cremated remains in a columbarium.
- h) **'Cemetery Supplies'** shall mean interment vaults, liners, markers, flowers, artificial wreaths, caskets, coffins, markers, monuments and other articles intended to be placed in a cemetery.
- i) **'Columbarium'** shall mean a structure designed for the interment of cremated human remains in sealed compartments known as a 'niche'.
- j) **Contract:** A written contract between the cemetery operator and the purchaser of interment or other cemetery supplies and services. Purchasers shall receive a copy of the signed contract detailing the obligations of both parties and acknowledging 1. Receipt of the cemetery by-laws, 2. A copy of the BAO's publication A Guide to Death Care in Ontario ("[Consumer Information Guide](#)") and 3. The operator's current price list.
- k) **'Corner Posts'** shall mean any stone or other land markers which shall be set flush with the surface of the ground and used to indicate the location of a lot or plot.
- l) **'Corporation'** shall mean the Corporation of the Municipality of Bayham.
- m) **'Council'** shall mean the Council of the Corporation of the Municipality of Bayham.
- n) **'Cremated Remains'** Means all recoverable bone fragments of a dead human body that remain after cremation in a crematorium. Bone fragments are mechanically processed to reduce the particle size.
- o) **'Foot Stones'** shall mean a stone placed at the foot of a plot.
- p) **'Holiday'** known as statutory holidays as legislated either through Federal or provincial legislation.
- q) **'Interment Right'** shall mean the right to require or direct the interment of human remains or cremated human remains in a lot or niche and to authorize the installation (and inscriptions) of a monument or marker.
- r) **'Interment Rights Certificate'** shall mean the document issued by the Cemetery operator to the purchaser once the interment rights have been paid in full, identifying ownership of the interment rights and authority over those specific interment rights.
- s) **'Interment Rights Holder'** shall mean the person(s) authorized or entitled to authorize the interment of 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.
- t) **'Lot'** shall mean an area of land containing or set aside to contain human remains and includes a tomb, crypt, a compartment in a mausoleum and a niche in a columbarium or mausoleum.
- u) **'Marker'** shall mean any permanent memorial structure that is set flush and level with the ground and used to mark the location of a burial lot.
- v) **'Monument'** shall mean any permanent memorial projecting above the ground installed within the designated space to mark the location of a burial or lot.

- w) **'Plot'** shall mean two or more lots in which the rights to inter/bury have been sold as a unit.
- x) **'Price List'** shall mean the Cemetery 'Price List' set forth in the appropriate by-law as approved by Council as amended from time to time.
- y) **'Scattering'** shall mean the spreading of cremated remains over a designated area within a Cemetery.
- z) **'Secretary-Treasurer'** shall mean the Secretary-Treasurer of the Board as outlined in the Municipality of Bayham Advisory Board and Committee Policy.

Section 2 – General Provisions

- 2.1 All persons entering the Cemetery shall behave with due order and decorum and with due respect to the dead.
- 2.2 Interment Rights Holders shall not permit interments to be made in their lots or plots for remuneration.
- 2.3 Vehicles within the Cemetery shall be driven at a speed not exceeding 25 kilometres per hour and shall not allow wheels of any such vehicles to run on sod. Vehicle owners and drivers shall be held responsible for any damage done by them.
- 2.4 Recreational vehicles are not permitted within the Cemetery.
- 2.5 No persons under the age of sixteen years shall be admitted within the Cemetery unless attended by an adult who shall be responsible for their conduct.
- 2.6 No persons shall:
 - i. place any fences, railings, or other enclosures around any lot or plot;
 - ii. plant any flowers, plants, shrubs or trees without the permission of the Board. The Board reserves the right to enter onto the lot or plot and remove any flowers, plants, shrubs, or trees planted without permission of the Board;
 - iii. write upon, deface, injure or damage any markers, railing, fence or other structure, or pick or cut flowers of any kind;
 - iv. have in their possession any firearm within the Cemetery enclosure except in the case of a Military or Police Funeral;
 - v. enter into the Cemetery between dusk and dawn;
 - vi. allow entry into the Cemetery of any animal under their ownership and/or control, excluding guide animals.
- 2.7 Should any trees, shrubs, bushes, flowers or structures situated on or around any lot by any means become detrimental to adjacent lots, monuments, drains, road or walkways or to the convenience or safety of the public, or to the general appearance of the grounds, the Board may remove such trees shrubs or structures or any part thereof.
- 2.8 In order to preserve the appearance of the grounds, artificial wreaths must be removed off the ground before April 1st of each year. Otherwise, the cemetery authorities will remove them.

- 2.9 Rubbish shall not be thrown out on roads, walks, or any part of the grounds. A barrel is provided for the deposit of weeds, decayed flowers, plants, etc.
- 2.10 No unauthorized person shall make any walk, cut any sod or move corner posts or grave markers in the cemetery or in any other way change the surface of any burial lot in the cemetery.
- 2.11 The Board shall not be responsible for loss of or damage to any portable articles left upon any lot or grave.
- 2.12 Conveyances heavily loaded shall not be permitted to enter the Cemetery without the approval and supervision of the Board.
- 2.13 Any person who damages any lot or plot, marker or other structure, or otherwise does any injury in the Cemetery shall be personally responsible for such damage or injury.
- 2.14 Any person violating any of the provisions of this by law shall be deemed to be a trespasser and subject to immediate summary eviction from the Cemetery in addition to any and all other penalties provided by law.
- 2.15 The cemetery reserves the right to regulate the articles placed on lots or plots that pose a threat to the safety of all interment rights holders and visitors to the cemetery, prevents the cemetery from performing general cemetery operations, or are not in keeping with the respect and dignity of the cemetery.
- 2.16 Prohibited articles will be removed and disposed of without notification and may include articles made of hazardous materials such as glass (excludes glass attached to monuments), ceramics, or corrosive metals; loose stones or sharp objects; trellises or arches; chairs or benches.
- 2.17 Flowers placed on a grave for a funeral shall be removed by the cemetery operator, after a reasonable time, to protect the sod.
- 2.18 The cemetery reserves the right to remove quantities of memorial wreaths or flowers considered to be excessive and that diminishes the otherwise tidy appearance of the cemetery.
- 2.19 The Hours of Operation for Cemeteries shall be 8:30 a.m. until 4:30 p.m., Monday through Friday, except statutory holidays.
- 2.20 The hours for Cemetery Visitation shall be from dawn until dusk.
- 2.21 The cemetery operator will not be held liable for any loss or damage, without limitation (including damage by the elements, Acts of God, or vandals) to, any lot, plot, monument, marker, or other article that has been placed in relation to an interment right, except for loss or damage caused by gross negligence of the cemetery operator.
- 2.22 In case of an error made by the cemetery operator during an interment, disinterment or removal, or in the transfer of any interment rights for a lot, plot, crypt or niche, the cemetery operator reserves the right to correct the error, and will take the following action, in consultation with the interment rights holder or their authorized representative: In the case of a transfer of interment rights, cancel such transfer and substitute and grant in lieu thereof other interment rights such as lot, plot, crypt or niche of equal or greater value and similar location as far as is reasonably

possible and as may be selected by the cemetery operator, in its sole and absolute discretion, or refund a portion or all the money paid on account of the purchases of said interment rights, as shall be determined by the cemetery operator.

- 2.23 As required by the FBCSA, all cemetery and crematorium operators must maintain a public register that is available to the public for review during regular office hours or by appointment, and without charge.
- 2.24 Pets or other lower animals, including cremated animal remains, are not allowed to be buried on cemetery grounds.
- 2.25 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 and consent from the Registrar, FBCSA, BAO, where necessary.

2.26 Bayham Cemeteries with Boards

Bayham West (Richmond) Cemetery	Guysboro Cemetery
Calton Cemetery	Smuck Cemetery
Eden Cemetery	Straffordville Cemetery

Cemeteries Without Boards

Abandoned Cemetery	Firby Cemetery
Amerman Cemetery	Hemlock Creek Cemetery
Best (Corinth) Cemetery	Hutchison Cemetery
Claus Cemetery	Light Cemetery
Dobbie Cemetery	Old Eden Cemetery
Edison Cemetery	Old Richmond (Godwin) Cemetery
Estherville (Old Port Burwell)	Otter Valley Cemetery
(Otter Valley Baptist) Cemetery	Stanton Cemetery

Section 3 - Operations

FINANCIAL

- 3.1 All applicable fees and charges shall be payable in accordance with the fees set by the Council upon recommendation of the Board and listed on the Cemetery Price List.
- 3.2 Payments for all fees and charges shall be made to the office of the Secretary-Treasurer of the Board and transferred to the Treasurer as applicable.
- 3.3 A Secretary-Treasurer and/or Treasurer of the Municipality shall keep such books, accounts and records as are necessary for properly recording and exhibiting all financial matters pertaining to the Cemetery as may be prescribed, as applicable.
- 3.4 All revenue and other monies belonging or pertaining to the Cemetery shall be received by the Secretary-Treasurer or Treasurer of the Municipality as applicable.

- 3.5 The Treasurer of the Municipality shall maintain, invest, and administer the Care and Maintenance Fund in accordance with provisions and regulations of the Act. See section **Definitions** for further information.
- 3.6 The application and use of monies, or any part thereof, received and under the control and management of the Board may accumulate and be held or subsequently expended or invested.
- 3.7 The revenue derived from the Care and Maintenance Fund shall be applied at the discretion of the Board, and shall be used for general maintenance and improvement of the Cemetery.
- 3.8 The revenue derived from that portion of the Care and Maintenance Fund pertaining to the care of markers shall be applied at the discretion of the Board for general maintenance of markers.
- 3.9 Each Board shall have the authority to establish special funds for donations. The application and use of said funds shall be at the discretion of the Board.
- 3.10 The Board shall not be bound to expend the whole or any part of the interest or monies earned, including the compounding thereof, but may accumulate and hold or subsequently expend the same or any part thereof, or invest the same or any part thereof.
- 3.11 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.
- 3.12 Contributions to the care and maintenance fund are not refundable except when interment rights are cancelled within the 30-day cooling off period.
- 3.13 Services that can be provided through the income generated from the Care and Maintenance Fund include:
 - i. Lawn care, re-leveling and sodding or seeding of lots;
 - ii. Maintenance of cemetery roads, sewers and water systems;
 - iii. Maintenance of perimeter walls and fences;
 - iv. Maintenance of cemetery landscaping;
 - v. Repairs and general upkeep of cemetery maintenance buildings and equipment.
 - vi. To the extent that income from the Care and Maintenance Fund permits, the cemetery operator will stabilize and secure markers and monuments within the cemetery.

SALES

- 3.14 Lots or plots, subdivision of lots or plots or niches may be purchased by individuals upon payment of the appropriate Price List. At the time of sale, the Secretary-Treasurer or Treasurer of the Municipality of Bayham shall provide a copy of the following:
 - i. the Cemetery Contract;
 - ii. the Price List and
 - iii. the Cemeteries By-Law.
 - iv. upon payment in full, the Secretary-Treasurer or Treasurer, as applicable, shall provide an Interment Rights Certificate.
 - v. BAO Consumer Information Guide
- 3.15 Purchasers of lots, plots or niches acquire only the right and privilege of interment of human remains and of erecting markers, subject to the provisions of the Cemeteries By-Law.

- 3.16 Each purchaser of a lot, plot or niche shall be entitled to an Interment Rights Certificate, but only when all indebtedness has been satisfied and all charges on the lot or plot have been paid.
- 3.17 No burial or installation of any monument, marker, inscription or memorialization is permitted until the interment rights, all fees including care and maintenance fees, have been paid in full.
- 3.18 The Interment Rights Certificate shall specify:
- i. the name of the Interment Rights Holder;
 - ii. the Certificate number;
 - iii. the name and address of the Cemetery;
 - iv. the size of the lot or plot;
 - v. the location of the lot or plot;
 - vi. the date of purchase;
 - vii. the amount paid;
 - viii. the amount deposited into the Care and Maintenance Fund; and
 - ix. a statement regarding transfer restrictions of said interment rights.
- 3.19 The Interment Rights Holder must designate in writing, upon the Interment Permission Form if another person is to be buried in their lot or plot.
- 3.20 The Board may restrict the sale of single lots to certain areas in the Cemetery.
- 3.21 Only licensed Cemetery sales representatives employed on behalf of the Cemetery Operator may sell Interment Rights.
- 3.22 The boundaries of any new lot or plot sold shall be marked with corner posts on approval by the Board. All corner posts shall be placed by the Board at the expense of the owner of the lot or plot wherein the same are placed.
- 3.23 All corner posts shall be placed level with the ground.

CANCELLATION

- 3.24 A purchaser has the right to cancel an interment rights contract within thirty (30) days of signing the interment rights contract, by providing written notice of the cancellation to the cemetery operator.
- 3.25 The cemetery operator will refund all monies paid by the purchaser within thirty (30) days from the date of the request for cancellation.
- 3.26 If any portion of the interment rights have been exercised, the purchaser, or the interment rights holder(s) are not entitled to cancel the contract or re-sell the interment rights. When the cemetery operator does not prohibit the resale of interment rights, the operator may repurchase the interment rights portion from the rights holder(s) by negotiating a purchase price, so long as the seller acknowledges being aware of the cemetery operator's current price list amount for interment rights.

CONTRACT

- 3.27 All purchasers of interment rights must sign a contract with the cemetery, detailing the obligations of both parties and acceptance of the cemetery by-laws.

- 3.28 The purchaser of Interment Rights shall be provided with a Contract, at the time the Contract is made, which shall indicate:
- i. the date Interment Rights were purchased;
 - ii. the name and address of purchaser;
 - iii. the purchase price including an itemized breakdown of charges and all applicable taxes;
 - iv. the percentage or amount of the purchase price being set aside for Care and Maintenance;
 - v. the existence of a by-law that governs the operation of the cemetery and includes restrictions on Interment Rights in the cemetery;
 - vi. a Certificate of Interment Rights will not be issued until the Interment Rights including Care and Maintenance have been paid in full; and
 - vii. Interment rights may be resold to a third party, through the operator.

TRANSFERS, REPURCHASES & THIRD-PARTY RESALE

- 3.29 An Individual interment rights holder may re-sell his interment right to a third party, through the Cemetery Operator, as long as no interment rights in the original purchase have been used

TRANSFERS

- 3.30 For the purposes of this subsection, 'transfer' shall mean a gift, a bequest or any other transfer made without consideration.
- 3.30.1 If an Interment Rights Holder wishes to transfer their interment rights, notice shall be given, on the 'Transfer Form', to the Board Secretary-Treasurer or Treasurer and the original certificate must be returned.
- 3.30.2 Upon receipt of a request on the 'Transfer Form', from the Interment Rights Holder specifying the name and address of the transferor and the transferee, and location of lot or plot, the Secretary-Treasurer or Treasurer, upon payment of the transfer fee in accordance with the Price List, will perform the transfer and provide the interment rights holder with the documents outlined in Section 3.14 of this By-law.
- 3.31 In the case of succession the following will be required in addition to the aforementioned.
- 3.31.1 With a Last Will and Testament:
- i. in case of a specific bequest of an unused lot, a copy of the will of the purchaser is to be provided to the cemetery representative;
 - ii. if no specific bequest, a request in writing from the Executors with the written consent of all or a majority of the beneficiaries;
- 3.31.2 Intestate:
- i. A request in writing from the Executor with the consent of all or a majority of the heirs-at-law.
- 3.31.3 The transfer of Interment Rights is not binding upon the Board until a duly executed transfer form has been deposited with the Secretary-Treasurer or Treasurer.

Repurchases:

- 3.32 An individual who wishes to negotiate a repurchase of his unused interment rights back to the Cemetery for a fee, being no more than the fee on the current Price List, shall return the original Certificate (deed' or 'Perpetual Receipt' as appropriate), complete, sign and provide the 'Repurchase of Interment Rights Form', to the Cemetery Operator.
- 3.33 The Cemetery operator may negotiate a price, less the amount placed into the Care and Maintenance Fund. The Cemetery operator is not obligated to repurchase.
- 3.34 Should the individual and the Cemetery Operator agree upon the price, the transaction is completed upon approval and signing of the 'Repurchase of Interment Rights Form' by the Cemetery Operator and payment of the negotiated amount to the individual by the Cemetery Operator. There is no charge for a negotiated repurchase back to the cemetery.
- 3.35 An individual who wishes to donate his unused interment rights back to the Cemetery shall return the original Certificate (deed' or 'Perpetual Receipt' as appropriate), complete, sign and provide the 'Repurchase of Interment Rights Form', to the Cemetery Operator. The transaction is complete upon approval and signing of the 'Repurchase of Interment Rights Form' by the Cemetery Operator. There is no charge for a donated repurchase back to the cemetery.

Resale: RESALE OF INTERMENT RIGHTS IS PERMITTED.

- 3.36 An Individual interment rights holder may resell his interment right to a third party, through the Cemetery Operator, before the rights are exercised, at an amount that is no greater than the price of those rights as indicated on the cemetery's current price list at the time of resale. Before reselling the rights, the rights holder may first inquire whether the cemetery operator is willing to repurchase the rights at a negotiated price. Any resale of interment rights shall be in accordance with the requirements of the cemetery by-laws and in keeping with the FBCSA and Ontario Regulations. Should an interment rights holder wish to resell their interment rights, they must first complete Part 1 and Part 2 of the Interment Rights Resale Endorsement Form.
- 3.37 The interment rights holder(s) intending to resell their rights shall provide the following documents to the cemetery operator, so that the operator can confirm the ownership of the rights and provide the third-party purchaser with the required certificate:
 - i. the interment rights certificate endorsed by the current rights holder;
 - ii. a written statement of the number of lots that have been used in the plot and the number of lots that remain available. However, no sale/resale of interment rights is permitted if any of the rights in the original purchase have been used.
 - iii. any other documentation in the interment rights holder(s) possession relating to the rights.
 - iv. an Interment Rights Resale Endorsement, signed by the rights holder(s) selling the interment rights, acknowledging the sale of the interment rights to the third party purchaser;
 - v. confirmation that the person selling the interment rights is the person registered on the cemetery records and that they have the right to re-sell the interment rights;
 - vi. the date of resale of the interment rights to the third party;
 - vii. the name and address of the third-party purchaser(s);
 - viii. a statement of any money owing to the Cemetery Operator in respect to the interment rights.
 - ix. A copy of the current cemetery by-laws

- 3.38 Upon the return of the original Interment Rights Certificate (deed' or 'Perpetual Receipt' as appropriate), the completed and signed Interment Rights Resale Endorsement Form, and payment of the Resale Endorsement fee, the Secretary-Treasurer or Treasurer shall sign the Form and issue a new Interment Rights Certificate in the name of the new rights holder,
- 3.39 Upon completion of the above listed procedures, and upon the issuance of the new interment certificate, the third-party purchaser shall be considered the current interment rights holder(s) and the purchase of the interment rights via the resale shall be considered final in accordance with the cemetery by-laws and the FBCSA.
- 3.40 In the case of a resale or transfer of rights, an administration fee applies for the cemetery operator to issue a new rights certificate to the third-party purchaser or transferee, as applicable. The fee, which is set out on the cemetery price list, is also charged for replacement of lost or damaged certificates.

INTERMENT

- 3.41 No interment shall take place until such time as the lot, plot or niche has been paid for in full.
- 3.42 For every interment the Board must obtain a burial permit or cremation certificate, applicable fees and a completed Interment Permission form if required
- 3.43 No interment shall be made on Sunday, Good Friday or Christmas Day, except in accordance with the regulations of the Medical Officer of Health.
- 3.44 Interments shall take place between the 1st of April and the 1st of November unless otherwise authorized by the Board.
- 3.45 Subject to restrictions, no more than three interments may be made in a regular lot, it is recommended that the first interment be in a concrete vault, and the remaining two interments must be cremation burials for which proper authorization has been documented and approved by the cemetery representative.
- 3.46 Installation of a vault for all casket type burials is strongly recommended.
- 3.47 A full body casket in a vault and/or cremation interment must be to a depth that will ensure at least two (2) feet of earth coverage over the case at the surrounding ground level;
- 3.48 No more than four (4) cremation interments, if placement allows, shall be made in a regular lot. A maximum of two (2) cremation burials are permitted in a 3' x 3' cremation lot.
- 3.49 No more than two (2) appropriately sized urns shall be placed in any single columbarium niche.
- 3.50 Workmen shall cease work, if in the immediate vicinity of a funeral, until the conclusion of the service.
- 3.51 All work must be done during regular Cemetery hours, unless by special permission of the Board.
- 3.52 Notice of each interment shall be given to the Secretary-Treasurer or Treasurer. A minimum of 24 hours' notice (not including Saturday, Sunday or holidays) is required unless otherwise ordered by the Medical Officer of Health.

- 3.53 An interment rights holder must provide authorization in writing prior to a burial taking place. Should the interment rights holder be deceased, and the interment rights holder has not designated persons to be interred, authorization must be provided in writing by the person authorized to act on behalf of the interment rights holder i.e. Estate Trustee or Executor.
- 3.54 A valid burial permit or equivalent document showing that the death has been registered with the Province must be provided to the cemetery operator prior to a burial taking place.
- 3.55 A Certificate of Cremation must be submitted to the cemetery operator prior to the burial of cremated remains taking place.
- 3.56 The opening and closing of lots, may only be conducted by contractors designated or authorized to do work on behalf of the cemetery with appropriate and valid WSIB and Insurance coverages.
- 3.57 Cremated remains are not permitted to be scattered on any lot or anywhere within the Cemetery grounds owned and operated by the Municipality of Bayham. The process of scattering cremated remains is irreversible, therefore scattered cremated remains cannot be retrieved.
- 3.58 Cremation urns or containers may be used for burial in designated 3'x3' cremation burial lots and in regular lots when used for cremations only
- 3.59 All cremated human remains interred in a regular 4'x10' lot on top of a full body casket in a vault shall be placed in a small flat six by six inch (6"x6") box type container with a depth of no more than four (4) inches to ensure at least two feet (2') of earth coverage over the cremation remains, at surrounding ground level.
- 3.60 For each cremation interment on top of an existing body burial with or without a vault, a permission form must be completed, signed and on file with the Municipality, in advance.

DISINTERMENT

- 3.61 No disinterment shall be permitted in any lot, plot or niche nor any body removed therefrom unless in accordance with the Act, including:
 - i. Consent from the Interment Rights Holder, and;
 - ii. Prior notification to the Medical Officer of Health is made.
- 3.62 A certificate from the local medical officer of health must be received by the cemetery operator before the removal of casketed human remains may take place.
- 3.63 A certificate from the local medical officer of health is not required for the removal of cremated remains.
- 3.64 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.
- 3.65 The cemetery is not responsible for damage to any casket, urn, container or vault which may occur during a disinterment. Additionally, due to the length of time that a casket, urn, container or vault has been interred and the conditions to which it has been exposed, the cemetery cannot guarantee that it can retrieve the complete casket, urn, container or vault interred in the cemetery. Should a new casket, urn or container be required at the time of disinterment, it shall be at the

expense of the party authorizing the disinterment. Additionally, the cemetery operator has the right to request that a licensed funeral director be present for the disinterment at the expense of the party authorizing the disinterment.

- 3.66 Disinterments will be scheduled for a day and time designated by the cemetery operator. The cemetery operator reserves the right to close the cemetery or the section where the disinterment is to take place. Only those persons required or permitted by the cemetery to attend disinterment shall be allowed to enter the cemetery or the section involved during a disinterment.
- 3.67 If reinterment does not take place within the same lot and if existing memorialization (monument, marker, niche front or crypt front) needs to be removed, it will be at the expense of the person authorizing the disinterment.
- 3.68 Once a disinterment has been completed, the lot space shall be considered available to the interment rights holder for a new interment, transfer or resale in accordance with these by-laws. If the grave, niche or mausoleum space from which a disinterment has occurred, is transferred or resold, the new interment rights holder must be made aware of the previous disinterment and agree in writing to such knowledge as part of the transfer or resale agreement.

MARKERS & MONUMENTS

- 3.69 The Board requires order forms from Monument Dealers showing monument size, base size, property location, and the fee for Marker Care and Maintenance Fund before constructing the foundation for markers and monuments.
- 3.70 The Board reserves the right to determine the maximum size of markers and monuments, their composition, their number and their location on each lot or plot.
 - i. not more than one marker or monument shall be erected on any one lot;
 - ii. the minimum thickness of an upright marker shall be 6 inches at narrowest point, and every flat marker, including foot stones, shall be a minimum thickness of 4 inches;
 - iii. all markers, other than markers located on a single lot, shall not exceed 42 inches in height, including the base;
 - iv. upright markers on a single lot shall not exceed 24 inches wide by 34 inches high, including the base;
 - v. all flat markers on a single lot shall not exceed 24 inches wide 18 inches deep, and shall be installed flush with the ground level. Every flat marker shall be placed on a base of gravel or crushed stone to a minimum depth of 6 inches or set in concrete to a depth of 6 inches. The said base shall have a 4-inch border of the same material as the base;
 - vi. where foot stones are permitted, the width shall not exceed 4 inches and the length shall not exceed 12 inches. The foot stone may be placed on a base of gravel, crushed stone or set in concrete to a minimum of 6 inches without any border.
 - vii. all markers shall be made of natural stone (granite) or bronze;
 - viii. no marker shall be allowed to stand on the interment space in any lot or plot
- 3.71 Markers to be erected shall be set upon a concrete foundation which shall be no less than five (5) feet in depth and must exceed the marker by a minimum of three inches on all sides.
- 3.72 All foundations shall be set one inch above the surface of the ground. Foundation must be approved by the Cemetery operator before the marker is erected thereon.

- 3.73 One flat marker only, at a maximum size of 24" x 14", or less, is permitted on a cremation lot, placed flush with the ground on top of a 12" diameter post hole filled with a minimum depth of 4 feet of concrete;
- 3.74 No marker shall be erected without the supervision of the Board or Municipal staff.
- 3.75 The Board reserves the right to enter onto the lot or plot and remove any marker or other structure, or any inscription placed in or upon any lot or plot which is not in keeping with the dignity and decorum of the cemetery.
- 3.76 Markers may be scratched or chipped by equipment during regular maintenance of the Cemetery grounds and the operator shall not be held responsible for such damage.
- 3.77 Memorials – monuments, markers, plaques etc. are owned by the interment rights holder and the cemetery operator is not responsible for their loss or deterioration. Interment right holders may wish to consider adding memorials to their own insurance coverage.
- 3.78 Should any monument or marker present a risk to public safety because it has become unstable, the cemetery operator shall do whatever it deems necessary by way of repairing, resetting, or laying down the monument or marker or any other remedy so as to remove the risk.
- 3.79 No memorial or other structure shall be erected or permitted on a lot until all charges have been paid in full.
- 3.80 No monument, footstone, marker or memorial of any description shall be placed, moved, altered, or removed without permission from the cemetery operator.
- 3.81 The cemetery operator will take reasonable precautions to protect the property of interment rights holders, but it assumes no liability for the loss of, or damage to, any monument, marker, or other structure, or part thereof unless it is as a result of negligence by the cemetery.
- 3.82 The cemetery operator 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 would interfere with any future interments.
- 3.83 All foundations for monuments and markers shall be contracted to be built at the expense of the interment rights holder.
- 3.84 A monument or other structure shall be erected only after the location has been marked and the hole for the foundation inspected by the cemetery operator or municipal staff.
- 3.85 In keeping with the cemetery by law only one (1) monument shall be erected within the designated space on any lot and shall not reduce legislated burial space.
- 3.86 No monument shall be delivered to the cemetery for installation until the monument foundation has been completed.
- 3.87 Markers, monuments 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.

- 3.87.1 Footstones are not permitted at any inactive cemeteries or at the following cemeteries:
- i. Best Cemetery
 - ii. Claus Cemetery
 - iii. Dobbie Cemetery
 - iv. Light Cemetery
 - v. Smuck Cemetery
- 3.88 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.
- 3.89 Pre-approval includes but is not limited to landscaping, delivery / installation of foundations, monuments and markers, inscriptions, designs, drawings, plans and detailed specifications relating to the work, proof of all applicable government approvals and permits and the location of the work to be performed. It is the responsibility of all contractors to report to the cemetery operator and provide the necessary approvals before commencing work at any location on the cemetery property.
- 3.90 Prior to the start of any work, contractors, retained by the Municipality, must provide proof of:
- i. WSIB coverage; and
 - ii. Evidence of liability insurance of not less than \$2 million.
 - a. Contractors retained by Funeral Homes must provide the appropriate WSIB and insurance to the Funeral Home and be available to the Municipality upon request.
- 3.91 All cemetery by-laws apply to all contractors for all work carried out within the cemetery grounds.
- 3.92 Contractors, monument dealers and suppliers shall perform work at the cemetery during the regular visitation hours of the cemetery.
- 3.93 Contractors shall temporarily cease all operations if they are working within 100 metres of a funeral, until the conclusion of the service.
- 3.94 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.
- 3.95 Contractors, monument dealers and suppliers shall lay wooden planks on the burial lots and paths over which heavy materials are to be moved in order to protect the surface from damage.

COLUMBARIUM

- 3.96 All By-laws of Bayham Cemeteries shall apply to the Columbaria, as far as the nature of the situation permits.
- 3.97 No floral tributes will be permitted except at the time of inurnment and on Decoration Day.
- 3.98 Flowers and wreaths placed against or near any part of the Columbarium that are liable to stain or deface the structure, will be removed.
- 3.99 Glass vases or other breakable items, such as statuary, shall not be placed around the Columbarium.

- 3.100 No ornaments of any kind will be permitted on or near the Columbaria niche units nor on the vases attached to the niche units.
- 3.101 The Caretaker or designate shall be in attendance at all inurnments, and only the Caretaker shall be responsible for the opening and closing of the niche.
- 3.102 The inurnment fee shall be at a rate as specified in the Price List and shall include the opening and closing of the niche.
- 3.103 An inurnment shall not take place later than 4:00 p.m., Monday to Saturday.
- 3.104 To maintain uniformity of the Columbaria, only the plaque included in the purchase of the niche will be permitted.
- 3.105 Pictures will not be allowed on any plaque. This includes sandblasted and/or etched photographic images and reproductions on the face of the niche.
- 3.106 The cremated remains of the lower animals will not be allowed to be placed in any niche.
- 3.107 The Municipality, through the Cemetery Board, shall keep the columbaria in good repair at all times but shall not be required to rebuild the columbaria in the case of destruction due to war or insurrection.

Section 4 – Cemetery Caretaker

- 4.1 The Municipality may appoint a Cemetery Caretaker who may conduct the following duties:
- i. Mark plots
 - ii. Coordinate with grave digger;
 - iii. Be readily available at funerals held in the Cemeteries, when requested.
 - iv. Inter cremation burials
 - v. Cemetery services
 - vi. Observe and carry out all the provisions of this By-law and of the F.B.C.S.A. and the regulations made thereunder.
- 4.2 Should a Cemetery Caretaker be appointed, the Cemetery Board shall pay the defined piece rate of \$35/service performed, to the Cemetery Caretaker.
- 4.3 Should conflict arise, the Municipality shall determine what constitutes a service.

Section 5 – Administration

5.1

GENERAL INFORMATION

Inquiries may be made at:
Municipality of Bayham
P.O. Box 160, 56169 Heritage Line, Stratfordville, ON N0J 1Y0
Telephone: 519-866-5521 Fax: 519-866-3884
website: www.bayham.on.ca
Email: bayham@bayham.on.ca

- 5.2 References to 'Forms' and the 'Price List, within this by-law, shall be as passed pursuant to the Municipal By-law of the day, all of which shall be posted and provided to the public.
- 5.3 The Municipality of Bayham, as Cemetery Owner and Cemetery Operator has chosen to permit resale of interment rights to a third-party purchaser provided no interment rights in the plot have been used, subject to applicable legislation and by-law requirements.
- 5.4 The business and affairs of Cemeteries shall be conducted under the direction of the Treasurer of the Municipality of Bayham and shall be operated by an advisory Cemetery Board as determined by Council.
- 5.5 The cemetery shall be governed by the cemetery bylaws, and all procedures will comply with the Funeral Burial & Cremation Services Act, 2002 and Ontario Regulation 30/11, which may be amended periodically. All by-laws and by-law amendments are subject to the approval of the Registrar, FBCSA, BAO and do not come into force until approval is received.
- 5.6 All cemetery by-law amendments requiring approval of the Registrar, Bereavement Authority of Ontario shall be published in accordance with the F.B.C.S.A. and the regulations made thereunder.
- 5.7 This By-law shall be in full force and effect upon approval of the Registrar, Bereavement Authority of Ontario.
- 5.8 By-law No. 2015-116 and any amendments are repealed upon approval of this by-law by the Registrar, Bereavement Authority of Ontario.
- 5.9 In this By-law, unless the contrary intention is indicated, words used in the singular shall include the plural and words used in the male gender shall include the female gender or vice versa, where applicable.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 6TH DAY OF FEBRUARY 2025.


MAYOR


CLERK