

**BY-LAW NUMBER 119-13**

- of -

**THE CORPORATION OF THE COUNTY OF BRANT**

To establish the rules and regulations for the operation and maintenance of Cemeteries under the jurisdiction of the County of Brant

**WHEREAS** pursuant to the Cemeteries, Funeral, Burial and Cremation Services Act 2002 (FBCSA) as amended and the Regulations thereunder, the owner of a cemetery may make regulations for the operation and maintenance thereof, subject to the approval of the Registrar of Cemeteries, FBCSA, Cemeteries Regulation Unit, Ministry of Consumer Services;

**AND WHEREAS** it is now deemed necessary and desirable to establish such rules and regulations;

**NOW THEREFORE THE Council OF THE COUNTY OF BRANT HEREBY ENACTS** as follows:

**A) Definitions:**

1. **Burial:** The opening and closing of an inground lot or plot for the disposition of human remains or cremated human remains.
2. **By-Laws:** The rules and regulations under which the Cemeteries operate.
3. **Care and Maintenance Fund:** It is a requirement under the FBCSA that 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.
4. **Cemetery:** Means the Cemeteries under the jurisdiction of the County of Brant and as identified in Schedule "A" attached hereto.
5. **Cemetery Operator:** Shall mean the Corporation of the County of Brant
6. **Cemetery Services:** Shall mean the following services in respect of a lot or plot;
  - i. Opening and closing of a lot, plot or niche.
  - ii. Interring or disinterring human remains.
  - iii. Preparation of foundations.
7. **Clerk:** Means the Municipal Clerk of the County of Brant.
8. **Contract:** For purposes of these by-laws, all purchasers of interment rights must sign a contract with the cemetery, detailing obligations of both parties and acceptance of the cemetery by-laws.
9. **Cremation Lot:** Means any burial space intended to receive cremated remains.
10. **Decoration Day:** Is a specific day in the cemeteries when families may place flowers or wreaths.

11. **Grave:** (Also known as Lot) means any inground burial space intended for the interment of a child, adult or cremated human remains. That allows one (1) full burial on the bottom and three (3) cremations on top, provided space is available. In the case of a Veteran's lot, the cremated remains of only the spouse is allowed on top.
12. **Interment Rights:** The right to require or direct the interment of human remains or cremated human remains in a grave, lot or niche and direct the associated memorialization.
13. **Interment Rights Certificate:** The document issued by the Cemetery to the purchaser once the interment rights have been paid in full, identifying ownership of the interment rights.
14. **Interment Rights Holder:** Any person designated to hold the right to inter human remains in a specified lot.
15. **Lot:** Means an area of land in a Cemetery containing or set aside to contain human remains.
16. **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.
17. **Ministry:** Means the Ministry of Consumer Services for Ontario.
18. **Monument:** Any permanent memorial projecting above the ground installed within the designated space to mark the location of a burial or lot.
19. **Niche:** An individual compartment in a columbarium for the entombment of cremated human remains.
20. **Plan:** Means the plan of the Cemetery, approved by the Ministry of Consumer Services.
21. **Plot:** For the purposes of this by-law, a plot is a parcel of land sold as a single unit, containing multiple lots.
22. **Register:** Means electronic or written records kept in accordance with the Cemeteries Act.
23. **Treasurer:** Means the Municipal Treasurer of the Corporation of the County of Brant.
24. **Trust Funds:** Means those funds in which a trustee may invest which are defined in the "Trustee Act", R.S.O. 1990.

**B) General Information**

**1. Hours of Operation:**

Visitation Hours: Sunrise to Sunset

Office Hours: Monday to Friday 8:30 -4:30

Burial Hours: Monday to Friday 9:00 am to 3:30 pm, Saturday 9:00 am to 12:00 pm

The Cemetery Operator will not perform Sunday or Statutory Holiday interments, unless ordered to do so by a representative of the Ministry of Health.

**2. General Conduct:**

The Cemetery reserves full control over the cemetery operations and management of land within the cemetery grounds.

No person may damage, destroy, remove or deface any property within the Cemetery.

All visitors should conduct themselves in a quiet manner that shall not disturb any service being held.

**3. By-Law Amendments:**

The cemetery shall be governed by these by-laws, 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-law amendments must be:

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

All by-laws and by-law amendments are subject to the approval of the Registrar, Cemeteries Regulation Unit, Ministry of Consumer Services.

**4. Liability:**

The cemetery operator will not be held liable for any loss or damage, without limitation (including damage by the elements, Acts of God, or vandals) to any lot, plot, columbarium niche, monument, marker, or other article that has been placed in relation to an interment save and except for direct loss or damage caused by gross negligence of the cemetery.

**5. Public Register:**

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.

6. **Pets or Other Animals:**

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

7. **Right to Re-Survey:**

The Cemetery has the right at any time to re-survey, enlarge, diminish, re-plot, change or remove plantings, grade, close pathways or roads, alter in shape or size, or otherwise change all or any part of the cemetery, subject to approval of the appropriate authorities.

8. **Notice of Resale and Transfer of Interment Rights:**

The cemetery operator permits the interment rights holder to sell or transfer their interment rights to a third party, at no more than the current price listed on the cemetery price list, as long as the sale or transfer is conducted through the cemetery operator and the purchaser meets the qualifications and requirements as outlined in the cemetery operator's by-laws.

**C) Cancellation or Resale of Interment Rights**

Purchasers of interment rights acquire only the right to direct the burial of human remains, and the installation of monuments, markers and inscriptions, subject to the conditions set out in the cemetery by-laws. In accordance with cemetery by-laws, no burial or installation of any monument, marker, inscription, or memorialization is permitted until the interment rights have been paid in full. An interment rights certificate will be issued to the interment rights holder(s) when payment has been made in full. The purchase of interment rights is not a purchase of Real Estate or real property. **An interment rights holder wishing to resell their interment rights must advise the cemetery operator of their intention prior to seeking a third party buyer for their interment rights**

1. **Cancellation of Interment Rights within 30 Day Cooling-Off Period:**

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. The cemetery operator will refund all monies paid by the purchaser within thirty (30) days from the date of the request for cancellation.

2. **Cancellation of Interment Rights after the 30 Day Cooling-Off Period:**  
*(only for contracts entered into prior to July 1, 2012 – As per The Ministry)*

Upon receiving written notice from the purchaser of the interment rights, the cemetery operator 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. This refund will be made within (30) days of receiving said notice. If the interment rights certificate has been issued to the interment rights holder(s), the certificate must be returned to the cemetery operator along with the written notice of cancellation.

If any portion of the interment rights has been exercised, the purchaser or the interment rights holder(s) is not entitled to cancel the contract.

3. **Resale of Interment Rights after 30 Day Cooling-Off Period:**

Unless the interment rights have been exercised the purchaser retains the right to ~~cancel the contract or~~ (*change as per the Ministry approval*) re-sell the interment rights to a third party. Once payment for the interment rights has been made in full, and an interment rights certificate has been issued, the interment rights holder(s), as recorded on the cemetery records, has the right to re-sell the interment rights. Any resale of the interment right shall be in accordance with the requirements of the cemetery by-laws and in keeping with the FBCSA.

If any portion of the interment rights has been exercised, the purchaser or the interment rights holder(s) is not entitled to re-sell the interment rights.

4. **Care and Maintenance Fund Contribution:**

As required by sections 166 and 168 of Regulation 30/11, a percentage of the purchase price of all interment rights and a prescribed amount for monuments and markers is contributed into the care and maintenance fund. Income from this fund is used to provide only general care and maintenance of the cemetery. Contributions to the care and maintenance fund are not refundable except when interment rights are cancelled within the 30 day cooling off period.

5. **Resale of Interment Rights to a Third Party:**

**NOTE: ALL REALES OF INTERMENT RIGHTS MUST BE CARRIED OUT THROUGH THE CEMETERY OPERATOR.**

The interment rights holder(s) intending to sell 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 etc.:

1. an interment rights certificate endorsed by the current rights holder.
2. other documentation in the interment rights holder(s) possession relating to the rights.

The third party purchaser will be provided with the following documents by the cemetery operator:

1. an interment rights certificate
2. a copy of the cemetery's current by-laws
3. a copy of the cemetery's current price list
4. any other documentation in the interment rights holder(s) possession relating to the rights.

The cemetery operator will require:

- 1 a statement signed by the interment rights holder(s) selling the interment rights acknowledging the sale of the interment rights to the third party purchaser;
- 2 confirmation that the person selling the interment rights is the person registered on the cemetery records and that they have the right to re-sell the Interment rights;
- 3 record of the date of transfer of the interment rights to the third party;
- 4 the name and address of the third party purchaser(s);
- 5 a statement of any money owing to the Cemetery Operator in respect to the Interment rights;

Once the endorsed certificate and all required information has been received by the cemetery operator from the interment rights holder(s), the cemetery operator will issue a new interment rights certificate to the third party purchaser.

Upon completion of the above listed procedures, and upon the issuance of the new interment rights certificate, the third party purchaser or transferee(s) shall be considered the current interment rights holder(s) of the interment rights, and the resale or transfer of the interment rights shall be considered final in accordance with the cemetery by-laws and the FBCSA.

The cemetery operator may charge an administration fee for the issuance of a certificate in accordance with the price listed on the cemetery operator's current price list.

The cemetery operator does not prohibit the resale of interment rights and may repurchase the interment rights from the interment rights holder(s) if the cemetery operator so desires and may negotiate a purchase price so long as the seller acknowledges being aware of the cemetery operators current price list amounts for interment rights.

**D) Interments**

Interment rights holder(s) must provide written authorization prior to a burial taking place. When Interment Rights are held jointly by two or more persons, an order will be accepted from either or any of them or their authorized representatives. 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. Persons requesting interments shall be held responsible for charges incurred.

A burial permit issued by the Registrar General or equivalent document showing that the death has been registered with the province must be provided to the cemetery office prior to a burial taking place. A Certificate of Cremation must be submitted to the cemetery office prior to the burial of cremated remains taking place.

In accordance with the FBCSA the purchaser of interment rights must enter into a cemetery contract, providing such information as may be required by the cemetery operator for the completion of the contract and the public register prior to each burial of human remains.

Interments being paid for by Funeral Homes are net 15 days, Interments not being paid for by a Funeral Home must be made to the cemetery before a burial can take place. The interment fee includes the opening and closing of the lot and the registration of the burial. No interment shall be permitted in any lot where the Interment Rights or Lot Care and Maintenance fees have not been paid in full.

Notice of each interment to be made shall be given to the Cemetery thirty six (36) hours in advance, twelve (12) hours of which must be regular working hours. The Cemetery cannot be held responsible for having lots prepared for funerals unless such notice is given. All funerals must arrive in the Cemetery between the hours of 9:00 a.m. and 3:30 p.m., Monday through Friday, unless otherwise arranged and additional fees will apply. Winter burials shall take place, weather permitting.

The opening and closing of graves and niches may only be conducted by cemetery staff or those designated to do work on behalf of the cemetery. The Cemetery Operator 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 interment or disinterment.

Remains to be buried in a grave must be enclosed in a container, sealed securely, and of sufficient strength to permit burial with the container remaining intact. The container must be of a size to permit burial within the size of the lot. A vault or liner is strongly recommended.

Cremated remains are not permitted to be scattered on a grave.

The Cemetery Operator reserves the right, at its cost, to correct any error that may be made by it in making interments, in description of the lot, or the transfer or conveyance of any Interment Rights. The Cemetery Operator may either cancel such grant and 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 Interment Rights Holders or their legal representatives, at their last appearing address in the record books of the Cemetery Operator. In the event any such error may involve the disinterment of remains, the corporation shall first obtain the approval of any regulatory authority and the Interment Rights Holder.

Human remains may be disinterred from a lot provided that written consent (authorization) of the interment rights holder has been received by the cemetery operator and the prior notification of the Medical Officer of Health. A certificate from the local Medical Officer of Health must be received at the cemetery office before the removal of casketed human remains may take place. A certificate from the local Medical Officer of Health is not required for the removal of cremated remains. The cost for the following is the responsibility of the person(s) requesting the disinterment:

- a) Disinterment rate
- b) Purchase of lot for re-interment, if applicable.
- c) An outer container (i.e. vault, liner, new casket) is required for the disinterment as required by the Cemeteries Act.
- d) Unforeseen costs for safety equipment, new vault or liner, transfer costs or equipment rentals, shoring for extra depth burials, etc.
- e) If circumstances require, the cost for the following equipment used in the disinterment, all straps, tarps, rubber gloves, masks, etc. that are buried or burned following a disinterment.
- f) Any fees charged by the County of Brant Health Unit for an inspector from the Medical Officer of Health's office, or for any other charges incurred in order to perform the disinterment.

The cemetery operator recommends that family do not attend the disinterment due to the sensitive nature to both the family and employees performing the work, as well as potential safety hazard.

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)

**E) Memorialisation**

The Monument Companies on behalf of the Cemetery Operator collect the Care and Maintenance fee prescribed in the Cemeteries Act when a Marker/Monument is ordered. The interest earned from the Marker/Monument Care and Maintenance trust fund will be used to maintain the markers or monuments. The Cemetery Operator is not responsible for items that were not subject to the Monument Care and Maintenance fee.

No memorial or other structure shall be erected or permitted on a lot until all charges have been paid in full.

No monument, footstone, marker or memorial of any description shall be placed, moved, altered or removed without permission from the cemetery operator.

Minor scraping of the monument base of an upright monument due to grass/lawn maintenance is considered to be normal wear.

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. All photographs attached to any memorial/monument/marker shall be the sole responsibility of the owner.

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.

All foundations for monuments and markers shall be installed by the cemetery operator or designate at the expense of the interment rights holder. The Cemetery Operator will install foundations in the spring and fall. Weather and frost will determine when foundations will be constructed. Monument Companies must have the foundation orders in prior to May 15<sup>th</sup> or they will not be included in the first pour of the year. Foundation orders received after October 15<sup>th</sup> will be poured the following year. The Cemetery Operator will not store monuments/markers over this period.

Delivery of monuments or markers will not be accepted at a Cemetery without the Monument/Marker Installation Agreement or similar form containing the following information:

- i) The Interment Rights Holder's name and address and authorizing signature
- ii) Instructions for placement and lot location
- iii) The dimensions of the flat marker, or
- iv) In the case of a monument:
  - a) the dimensions of the die, height, width, length;
  - b) the dimensions of the base, height, width, length;
  - c) the overall size of the monument;
  - d) a description of the monument, including last name on monument and design;
  - e) the installation fee established by the County of Brant
  - f) the amount prescribed by the Cemeteries Act for the Monument Care and Maintenance Fee in relation to the size of the marker/monument.

No monument or marker will be delivered to the Cemetery until the foundation is completed and cured.



Prior to the removal of a monument or marker, the monument company must notify the cemetery of the pending removal of any marker or monument from the cemetery, in writing, by registered letter, courier, email or fax.

Family Surnames or any inscriptions such as scripture, poetry, prose, etc on the back of upright markers will be permitted. Burial information may not be placed on the back of any monuments unless, the interment rights are owned on both sides of the monument by the same rights holder. All inscriptions must be approved by the Cemetery Operator. The Cemetery Operator reserves the right to remove at its sole discretion any marker, monument or inscription which is not in keeping with the dignity and decorum of the cemetery as determined by the Cemetery Operator.

The following monuments are not allowed: wooden items such as crosses, marble and odd shaped rocks.

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.

A single lot is allowed one upright monument unless designated as a flat marker area only. One flat marker may be placed at the grave in addition to the monument. The maximum base size on any single lot cannot exceed 60.96 cm (24").

A double lot is allowed one upright monument unless designated as a flat marker area only. One flat marker may be placed at each grave in addition to the monument. The maximum size of a monument allowed on a double lot is:

Height: 1.22 metres (4 feet – overall including the base)

Width: 1.22 metres (4 feet)

Base (minimum): 30.48 centimetres (12 inches – front to back)

Die (maximum): 20.50 centimetres (8 inches)

If bushes are allowed, the intended monument should not exceed 50 per cent of the lot width, i.e. 1.83 meters (6 foot) width allows for .91 meters (3 foot) monument. Monument companies should check with the Cemetery Operator for Lot widths to determine what is allowed.

The maximum width of a foundation is controlled by the width of the plot or lot where it will be installed. No foundation shall be closer than 5.06 centimetres (2" inches) to the lot width sidelines on which it is to be installed.

There shall not be a variance of more than 1.27 centimetres (1/2 inch) in the size of the base required, as stated on the work order and the size of the monument delivered.

Monuments and markers are placed at the centre of the head end of the lot, except where alignment with existing nearby monuments justifies another location.

The minimum thickness of a die should be 15.24 centimetres (6 inches). Should the monument exceed 100 centimetres (39.4 inches) overall height, the die must be 20.3 centimetres (8 inches).

The die stones must be installed on a granite base. The height of the base shall be minimum of 20.3 centimetres (8 inches). The top surfaces of the base must be both wider and longer than the die in order to provide a minimum border of 7.6 centimetres (3 inches) of the surface of the base exposed on all sides. Bottoms of the base shall be smooth.

No monument shall be delivered to the cemetery for installation until the monument foundation has been completed.

The minimum thickness for flat markers including footstones is 4 inches or 10 cm.

All monuments and markers shall be constructed of bronze or natural stone (i.e. granite). The bottom bed of all bases and markers shall be cut level and true.

Markers are to be flat on top and set level with the ground so that a lawnmower can pass safely over them.

Pillow or book markers are not permitted in any County of Brant Cemetery. Any Interment Rights Holder wishing to have previously installed book or pillow makers laid flush with the ground to avoid damage can contact the Cemetery Operator.

Markers will be accepted for installation during regular working hours. If weather and ground conditions permit, installations will be made within thirty (30) days after acceptance. Markers will not be accepted from any monument company for storage during the winter months.

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.

Single lot maximum: 30.48 cm x 50.80 cm (12" x 20")

Double lot maximum: 45.72 cm x 60.96 cm (18" x 24")

Cremation lot maximum: 30.48 cm x 50.80 cm (12" x 20")

Candle holders and vases may constitute part of the monument if they are made principally of bronze, stainless steel, or granite. If a translucent section is necessary, it must be made of an unbreakable, heat-resistant glass or of a plastic material that is fire resistant. Candle holders must be included in determining the overall size of the memorial. A maximum of two candles or vases shall be placed on the base of a monument. They must be centred on the end or ends of the base. A candle holder or vase must have adequate drainage to prevent any collection of water. Candle holders must be fully enclosed on all sides by a door or lid.

#### **Veterans Affairs/ Last Post Fund**

A grave marker may be provided and installed for those Veterans who are entitled to receive funeral and burial benefits, as determined under Section 4 of the Veterans Burial Regulations 2005, when no other marker has been placed or ordered privately.

The marker supplied through a Last Post Fund supplier to ensure Veterans Affairs Canada inscription standards are met and are produced using the following standards;

Upright marker - Made of Barre Grey Granite  
Height 39 in x Width 15 in x Thickness 4 in

Flat Marker – Made of Barre Grey Granite  
Height 12 ¼ in x Width 20 in x Thickness 4 in

**Second Commemoration of Inscription**

To accommodate a second interment in a Veteran's plot, commemoration on the same gravesite as the Veteran is allowed. In instance of such requests, commemoration shall be by means of a foot marker as recommended by Veterans Affairs Canada

**Ownership of Grave Markers**

Once a marker is placed upon a grave, both the grave and the marker become the property of the survivors of the deceased. However, subject to Section 5(2) of the Veterans Burial Regulations 2005, if the survivors wish to make alterations to or replace the marker, prior consent of Veterans Affairs Canada and the cemetery operator is required.

**Maintenance of Veterans Grave Markers**

In accordance with Section 12 of the Veterans Burial Regulations 2005, if the deceased has been buried at the expense of the Government of Canada, or if the deceased's grave has been marked by the Government of Canada with a military-style grave marker, then those graves and markers will be cared for in perpetuity by Veterans Affairs Canada.

**F) Care and Planting**

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 lots
- Maintenance of cemetery roads, and water systems
- Maintenance of perimeter fences
- Maintenance of cemetery landscaping
- Maintenance of columbarium
- Repairs and general upkeep of cemetery maintenance buildings and equipment

No Person other than cemetery staff shall remove any sod or in any other way change the surface of the burial lot in the cemetery.

Shrubs of the dwarf variety only, flowering or other plants may be cultivated on lots. The Cemetery Operator reserves the right to remove any trees or shrubs that are not in accordance with the Cemetery By-law.

Shrubs will only be allowed on a lot that has an upright monument.

The height of such shrubs shall at no time exceed 0.91 metres (3 feet) above adjacent ground level.

The diameter of such shrubs at their widest point, including all foliage shall at no time exceed 35.56 centimetres (14 inches) or obstruct adjacent lots.

Shrubs that are overgrown within plots shall be tagged for owner notification in October of each year. If shrubs are not pruned or removed by the owner by April 15<sup>th</sup> of each year, they will be removed by the cemetery operator or designate.

Flowerbeds not exceeding 30.48 centimetres (12 inches) in width shall be permitted in front and along the entire base of the upright monument (not along sides).

Artificial flowers and wreaths should be attached to the monument.

The Cemetery Operator reserves the right to remove all flowers, potted plants, wreaths and baskets of flowers if they were not planted in accordance with the Cemetery By-law, when they become withered, or for any other reason such removals are in the best interest of the Cemetery.

Flowerbeds are required to be cleared of tender plants after September 30<sup>th</sup> of the same year. Interment Rights holders desiring to take any plants away should do so before their removal becomes necessary.

To preserve the orderly appearance in the Cemetery, any flowerbed of the previous year, which has not been planted by June 15<sup>th</sup>, may be sodded by the Cemetery Operator and the cost charged to the Interments Rights Holder.

Potted plants must not be buried, and hanging basket stands must be placed as close to the Monument base or flat marker as practical.

**THE FOLLOWING ARE NOT ALLOWED IN THE CEMETERY:** Articles of glass or pottery or any other material that creates a hazard to workers and to visitors. Borders, fences railings, walls, cut stone coping, wood/stone chips, hedges etc. in or around lots are prohibited.

Cement Urns are allowed to remain after September 15<sup>th</sup> on the Cemetery Lot, but must be placed upside down as close to the Monument base as possible.

Flowers placed on a *grave* for a funeral shall be *removed* by the cemetery staff after reasonable time to protect the sod and maintain the tidy appearance of the cemetery.

**G) Items that are Prohibited and Permitted**

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, visitors to the cemetery and cemetery employees, prevents the cemetery from performing general cemetery operations, or are not in keeping with the respect and dignity of the cemetery. **The following are not allowed in the cemetery:** nails, wires, wooden crosses, articles of glass or pottery or any other material that creates a hazard to workers and to visitors. Borders, fences, railings, walls, cut-stone coping, wood/stone chips, hedges, etc. in or around lots is prohibited. Prohibited articles will be *removed* and disposed of without notification.

The cemetery reserves the right to disallow or *remove* quantities of memorial . wreaths or flowers considered to be excessive and that diminishes the otherwise tidy appearance of the cemetery.

**H) Contractor/Monument Dealers**

Any contract work to be performed within the cemetery requires the written preapproval of the interment rights holder and the cemetery operator before the work may begin. Pre-approval includes but is not limited to: landscaping, delivery of monuments and markers, inscriptions, designs, drawings, plans and detailed specifications relating to the work, proof of all applicable government approvals and permits, the location of the work to be performed. It is the responsibility of all contractors to report to the cemetery office and provide the necessary approvals before commencing work at any location on the cemetery property.

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

WSIB coverage

Occupational Health and Safety compliance standards

Environmental Protection

WHMIS

Evidence of liability insurance of not less than \$2 million

All cemetery by-laws apply to all contractors and all work carried out by contractors within the cemetery grounds.

The demeanour and behaviour of all workers employed by others in the Cemetery shall be subject to the control of the cemetery operator.

Contractors, monument dealers and suppliers shall not enter the cemetery in the evening, weekends or statutory holiday's unless approval has been granted by the cemetery operator.

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

Contractors shall temporarily cease all operations if they are working within 100 metres of a funeral until the conclusion of the service. The cemetery reserves the right to temporarily cease contractor operations at their sole discretion if the noise of the work being performed by the contractor is deemed to be a disturbance to any funeral or public gathering within the cemetery.

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

Heavy loads shall not be permitted in the Cemetery when the roads are in unfit condition. No monument dealer shall park on the grass, unless otherwise directed to do so by the cemetery operator.

All implements and materials used in the performance of any work shall be placed where the Corporation may direct, and all rubbish and surplus earth shall be removed when, and to where, and in such manner as the Corporation may order. Otherwise the obstructions will be removed, and the expense charged to the monument dealer.

The foundation will be built in the designated space and in the proper dimensions of the monument base. If incorrect dimensions have been given on the application form, signed by the Interment Rights Holder and/or the supplier, the foundation will be removed and rebuilt by the Cemetery Operator at the expense of the Interment Rights Holder. Foundations will be 4 feet deep and as large as the base of the memorial. Foundations being repaired or replaced in older sections of the cemetery may not be installed at 4' in depth due to space restrictions and depth of burials. Where it is necessary to add to an existing foundation, a proper bonding agent and re-bar will be used to ensure proper bonding.

- I. The required concrete mix for foundations is:  
20.5 MPA  
75 millimetre slump  
20 millimetre aggregate  
5% +/-1 % Air Entraining agent  
Trowel finish all edges
- II. The surface area shall be flush with the surrounding ground level and shall provide a level surface, free of defects.
- III. Foundations must be cured for a minimum of forty-eight hours before placing the monument.
- IV. No concrete shall be placed until the cemetery operator 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 concrete shall be thoroughly consolidated to eliminate all air pockets and honeycombs. No concrete shall be placed to overlap concrete that is partially set.
- V. Defective areas must be repaired to the approval of the Cemetery operator. The finished concrete shall be protected from wind, rain or sun during curing by covering it completely. All rubbish and excavated material shall be removed from the excavation site to a place designated by the Cemetery Operator.

**I) Columbarium By-Laws**

Payment must be made to the cemetery operator before an interment may take place

Only the cemetery operator may open niches for interments.

The interior dimensions of a niche are 12 inches x 12 inches x 12 inches.

A niche will hold a maximum of two standard sized urns.

Urn or containers placed in a niche must be made of a solid substance such as plastic, marble, pewter or ceramic. Wooden or cardboard containers are not permitted.

Any person or company contracted to place an inscription on the face of the columbarium niche must:

Complete a contract with the cemetery office prior to commencing work. All lettering shall be condensed Roman. All lettering shall be chiselled. Painted lettering will not be allowed. The removal of the face plate for lettering must not be for a period of longer than three days, Monday to Friday inclusive.

No person other than cemetery staff shall remove or alter niche fronts

**J) Rules for Visitors**

Visitors are always welcome at the Cemetery during the open hours, from sunrise until sundown. They are asked to respect the peaceful environment.

No parades other than funeral processions shall be admitted to or be organized within the Cemetery.

Children under the age of sixteen (16) years are welcome in the Cemetery when accompanied by an adult who shall be responsible for their conduct and shall see that they do not run over the lots or climb upon the monuments.

No person shall operate a vehicle within the Cemetery at a rate of speed in excess of 20 km per hour and shall not leave the roadways or park on the grass, unless directed to do so by the Corporation.

No person shall operate pleasure vehicles in the Cemetery i.e. motor/dirt bikes, all terrain vehicles, snowmobiles.

Proprietors of vehicles and their drivers shall be held responsible for any damage done by them. Vehicles must stay on roadways.

No person shall discharge firearms in the Cemetery, other than in regular volleys at a burial service.

No person shall permit dogs or other pets in the Cemetery.

No person shall picnic in the Cemetery grounds.

No person shall consume alcoholic beverages in the Cemetery or carry same upon the premises.

Any person who, in the Cemetery, damages or moves any tree, plant, marker, fence structure or other thing usually erected, planted or placed in a Cemetery is liable to the Cemetery and to 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. Any complaints by Interment Rights Holders or visitors should be made to the Cemetery Operator and not to workers on the grounds.

No tips or gratuities are to be given to Cemetery workers by visitors, Interment Rights Holders, or suppliers, nor shall a Cemetery worker, Contractor or County of Brant employee accept any.

Any article that is detrimental to efficient maintenance or constitutes a hazard to machinery, employees or visitors, or is unsightly or does not conform to the natural beauty or design of the Cemetery, may be removed by the Cemetery. An article removed will be held at the Cemetery for collection and all reasonable care will be made to notify the Interment Rights Holder at their last known address. If not collected, it will be disposed of after one month.

No person shall throw rubbish on roadways, lots or walkways or any part of the grounds. Receptacles are provided at convenient points on the grounds for the deposit of weeds, decayed flowers, plants, etc.

Any person disturbing the quiet and good order of the Cemetery by noise or other improper conduct or who violates these by-laws, may be expelled from the grounds.

Every person who violates any of the above Rules for Visitors may be asked to leave the cemetery. Every person who does not leave the cemetery immediately after he or she is directed to do so by a duly authorized agent of the Cemetery Operator, is guilty of an offence under the Trespass to Property Act, and on conviction is liable to a fine of not more than \$2000.

- K) THAT** this by-law shall come into force and effect upon being finally approved by the Registrar of Cemeteries.
- L) THAT** By-law Numbers 130-01, 18-04, 111-12 and 110-13 be and are hereby repealed upon approval and enactment of this by-law.

**READ** a first and second time, this 25th day of June, 2013.

**READ** a third time and finally passed in Council, this 25th day of June, 2013.

**THE CORPORATION OF THE COUNTY OF BRANT**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk



**BY-LAW NUMBER 119-13****SCHEDULE "A"**

List of Active Cemeteries under the jurisdiction of the Corporation of the County of Brant.

<b>Name of Cemetery</b>	<b>Legal Description with Geographic Township</b>	<b>Street Address</b>	<b>Location</b>
Mt Pleasant Cemetery	Pt Lot 5 Range 1 WMPPR, Township of Brantford	703 Mt Pleasant Rd	Mt Pleasant
Burford Pioneer Cemetery	Plan 727 Pt Lot 52 and Concession 7 Pt lot 5, Township of Burford	171 King Street	Burford
Harley Cemetery	Pt Lot 11 Concession 9, Township of Burford	125 Harley Road	Harley
Northfield Cemetery	Pt Lot 14 Concession 12, Township of Burford	43 Hatchley Road	Northfield
Oakland Cemetery	Pt Lot 7 Concession 2 and Pt Lt 22, Plan 586, Township of Oakland	112 Oakland Road	Oakland
Scotland Cemetery	Pt Lot 8, Blk F, Plan 205, Township of Oakland	76 Simcoe Street	Scotland
Paris Cemetery	Pt Lot 9 and 10 Concession 1, Town of Paris	116 King Edward St	Paris
St George Cemetery	Pt Lot 7 Concession 3, Township of South Dumfries	257 St George Rd	St George
Mt Vernon Cemetery	Pt Lot 3 Concession 4, Township of Brantford	11 Mill Street	Mt Vernon
Congregational Cemetery (interments only, No sale of lots)	Lot 262 Plan 727, Township of Burford	404 Maple Ave S	Burford

**BY-LAW NUMBER 119-13****SCHEDULE "A"**

List of Inactive Cemeteries under the jurisdiction of the Corporation of the County of Brant.

<b>Name of Cemetery</b>	<b>Legal Description with Geographic Township</b>	<b>Street Address</b>	<b>Location</b>
St Abner Cemetery	Pt Lot 1, Concession 4, Township of Brantford	77 Henderson Rd	
Tapley Cemetery	Pt Lot 7, Concession 5, Township of Brantford	92 Godby Rd	
Robert Biggar Cemetery	Pt Lot 10, 1 <sup>st</sup> Range, Township of Brantford	579.Mt Pleasant Rd	
Westbrook	Pt of Enos Bunnel Tract, Township of Brantford	30 Shaver Street	Cainsville
Brant Cemetery	Pt of Daniel Hawley Grant, Township of Brantford	1450 Colborne St. East	Cainsville
Fonger Cemetery	Pt Lot 50 Concession 2, Township of Brantford	492 Lynden Road	
Lymburner Cemetery	Pt Lot 14 Concession 14, Township of Township of Burford	282B Burford-Delhi Townline Road	Kelvin
Early Kelvin/Carter Cemetery	Pt Lot 13 Concession 14, Township of Burford	9 Middle Townline Road	Kelvin
Hill Free Methodist Cemetery	Pt Lot 12 Concession 14, Township of Burford	26 Middle Townline Road	Burford
Hatchley Cemetery	Pt Lot 20 Concession 11, Township of Burford	154 Hatchley Road	Burford
White Cemetery	Pt Lot 20 Concession 9, Township of Burford	3 Kloepfer Rd	Burford

Dutcher Cemetery	Pt Lot 6 Concession 9, Township of Burford	101 Ninth Concession Road	Burford
Cathcart Cemetery	Pt Lot 10, South of King St. and Pt Lot 10, North of Mill Street, Plan 53, Township of Burford	2 Mary Street	Cathcart
Fairchild Cemetery	Pt Lot 6 Concession 4, Township of Oakland	1A Marr Drive	Oakland
Oakland Pioneer Cemetery	Lot 47, Plan 586, Township of Oakland	1 Cummings Street	Oakland
Old Paris Cemetery	Lot 6 and 16, Blk 41, Plan 492, Town of Paris	45 Church St	Paris
Clump Cemetery	Pt Lot 16, Concession 1, Township of South Dumfries	422 German School Rd	South Dumfries
Governors Road Baptist Cemetery	Pt Lot 2, Gore Concession, Township of South Dumfries	29 Governors Rd East	South Dumfries
St. George Baptist Cemetery	Pt Lot 4, Concession 3, Part 1 of 2R-748, Township of South Dumfries	240 Burt Road	South Dumfries
Harrisburg United Cemetery	Lots 153, 154, 268 and 269 and Pt Lots 270, 150, 151, 152 and 155, Blk B, Plan 82, Township of South Dumfries	81 Harrisburg Road	Harrisburg
Hunter Hoodless Pioneer Presbyterian Cemetery	Pt Lot 1, Pt Lots 2 and 3, Blk G, Plan 81, Township of South Dumfries	59 Beverly Street West	South Dumfries
Old Scott Wells Cemetery	Pt Lot 38 Concession 2, Township of South Dumfries	1013 Keg Lane	South Dumfries
Harrison Cemetery	Pt Lot 9 Concession 2, EFC, Township of Onondaga	58 Big Creek Rd	Onondaga
Mason/Deagle and Old Wesleyan/Methodist	Pt Lot 9 Concession 2, WFC, Township of Onondaga	115 Campbell Rd	Onondaga
Most Cemetery	Pt Lot 4 Concession 6, Township of South Dumfries	483 Branchton Road	South Dumfries