



**THE CORPORATION OF THE TOWN OF GODERICH  
BY-LAW NO. 73 OF 2015**

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**BEING A BY-LAW TO REGULATE THE MAITLAND CEMETERY.**

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**WHEREAS** the Corporation of the Town of Goderich has previously appropriated certain lands lying outside the original limits of the Town of Goderich for a public cemetery and designated the cemetery as "Maitland Cemetery";

**AND WHEREAS** The Cemeteries Act (Revised), R.S.O., 1990, c. 4, was repealed and replaced by the *Funeral, Burial and Cremation Services Act*, 2002, S.O. 2002, c. 33;

**AND WHEREAS**, pursuant to Section 150 of Ontario Regulation 30/11 of the *Funeral, Burial and Cremation Services Act*, 2002, cemetery operators may make bylaws for the proper operation and management thereof;

**AND WHEREAS** it is necessary to update the rules and regulations for the Town of Goderich Maitland Cemetery to be compliant with the Act;

**AND WHEREAS** it is deemed expedient to provide for the regulation of the Town of Goderich Maitland Cemetery;

**NOW, THEREFORE, THE COUNCIL OF THE CORPORATION OF THE TOWN OF GODERICH ENACTS AS FOLLOWS:**

1. In this by-law;

- 1.1. "Act" refers to the *Funeral, Burial and Cremation Services Act*, 2002, S.O. 2002, c. 33 and all amendments thereto together with all Regulations prescribed thereunder;
- 1.2. "Body" means the body of a deceased person;
- 1.3. "Burial Permit" means a permit for the disposition of human remains or cremated human remains issued by the Division Registrar;
- 1.4. "By-laws" when used in relation to a cemetery, means the rules and regulations under which a cemetery or crematorium is operated;
- 1.5. "Care and Maintenance Fund" means the trust fund in which a percentage of the purchase price of all Interment Rights and set amounts for marker and monument installations is contributed; and wherein the interest earned from such funds is used to provide care and maintenance of lots, plots, markers, monuments and structures in cemeteries;
- 1.6. "Cemetery" means land set aside to be used for the interment of human remains and cremated human remains and includes a mausoleum, columbarium or other structure intended for the interment of human remains;
- 1.7. "Cemetery Operator" means the Clerk or his/her designate appointed to oversee the operations of the cemetery;

- 1.8. "Cemetery Owner" means the Corporation of the Town of Goderich.
- 1.9. "Cemetery/Parks Supervisor" means the person who is responsible for maintaining the cemetery grounds;
- 1.10. "Cemetery Foreman" means the person who opens and closes the graves; and represents the municipality for all interments;
- 1.11. "Cemetery services" means;
- In respect of a lot;
    - a) opening and closing of a grave,
    - b) interring or disinterring human remains,
    - c) providing temporary storage in a receiving vault,
    - d) construction of a foundation for a marker,
    - e) setting of corner posts,
    - f) providing carrying and lowering devices, and ground cover (greens),
  - In respect of a crypt or compartment in a mausoleum;
    - a) opening, closing and sealing of the crypt or compartment,
    - b) providing temporary storage in a vault or crypt, and
    - c) providing elevating devices,
  - In respect of a niche, compartment in a columbarium or cremation monument;
    - a) opening, closing and sealing of the niche or compartment,
  - In respect of a crematorium, all services provided by the operator of the crematorium at the crematorium, and;
  - In respect of a cemetery, such other services as are provided by the operator of the cemetery at the cemetery;
- 1.12. "Cemetery supplies" includes interment vaults, markers, liners, urns, and other articles provided by third parties and intended to be placed in a cemetery;
- 1.13. "Columbarium" means a structure designed for the purpose of interring cremated human remains in sealed compartments. A compartment is referred to as a niche and can hold up to two cremated remains;
- 1.14. "Council" means the Council of the Corporation of the Town of Goderich;
- 1.15. "Cremation Monument" means any permanent memorial containing cremated human remains projecting above the ground;
- 1.16. "Human remains" means a dead human body and includes a cremated human body;
- 1.17. "Income" means the interest or money earned, including the compounding thereof, by the investment of funds;
- 1.18. "Inter" means the disposition of human remains or cremated human remains;
- 1.19. "Interment" means the opening and closing of an in ground lot, plot, columbarium, cremation monument or other structure for the disposition of human remains or cremated human remains;
- 1.20. "Interment Rights" includes the right to require or direct the interment of human remains or cremated human remains in a ground lot, plot, columbarium, cremation monument or

other structure intended for the interment of human remains and cremated human remains, and direct the associated memorialization;

- 1.21. "Interment Rights Certificate" means 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;
- 1.22. "Interment rights holder" means a person with interment rights with respect to a lot and includes a purchaser of interment rights under the *Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, c. 33* , , or a predecessor of that Act;
- 1.23. "Land registry office" means the land registry office or the land titles office in the area in which a cemetery is located;
- 1.24. "Licensed Services" means cemetery services, funeral services and transfer services and includes interment rights and any other services that are sold or provided by a person licensed under the *Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, c.33*, or a predecessor that Act;
- 1.25. "Lot" means an area of land in a cemetery containing human remains, or set aside to contain, and does not include a columbarium. A regular lot size is normally 4' x 12', and Urn Garden is 2' x 2' and a niche is a 13" square;
- 1.26. "Marker" means any permanent memorial structure that is set flush and level with the ground or other structure or ornament affixed to or intended to be affixed to a mausoleum crypt, columbarium niche or other structure or place intended for the disposition of human remains and cremated human remains, and used to mark the location of human remains;
- 1.27. "Monument" means any permanent memorial projecting above the ground installed within a designated space to mark the location of human remains or a lot;
- 1.28. "Mausoleum" means a building or structure, other than a columbarium, used as a place for the interment of human remains in sealed crypts or compartments;
- 1.29. "Municipality" means the Corporation of the Town of Goderich;
- 1.30. "Niche" means a sealed compartment in a columbarium or cremation monument designed for the disposition of cremated human remains;
- 1.31. "Non-Resident", for the purposes of this a by-law, means a person who is not a 'Resident';
- 1.32. "Plan" means the plan of the cemetery approved by the Ministry of Government and Consumer Services;
- 1.33. "Plot" means two or more lots in which the rights to inter have been sold as a unit;
- 1.34. "Private Structures" means a mausoleum or columbarium situated on a cemetery and set aside for the interment of human remains of only those persons who are related or affiliated in a manner specified in the contract at the time the interment rights are sold.
- 1.35. "Pre-need supplies or services" mean cemetery supplies or services that are not required to be provided until the death of a person alive at the time the arrangements are made;
- 1.36. "Prescribed" means prescribed by the regulations made under the *Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, c.33*, or a predecessor that Act;

- 1.37. "Public Register" means the register that is required to be made available to the public and contains the information as prescribed under the *Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, c.33*, or a predecessor of that Act;
- 1.38. "Registrar" means the Registrar appointed under the *Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, c.33*, or a predecessor of that Act;
- 1.39. "Regular Interment" means the interment of human remains which have not been cremated;
- 1.40. "Regulations" means the regulations made pursuant to the *Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, c.33*;
- 1.41. "Resident", for the purpose this bylaw, means a person owning land within the Town of Goderich, or living within the Town of Goderich limits, or a former resident under nursing care;
- 1.42. "Secretary" refers to the Clerk of the Town of Goderich;
- 1.43. "Transfer" shall mean a gift, bequest or devolution under a will, but not a resale;
- 1.44. "Transferee" means a person wherein the interment rights with respect to a lot(s) have been either transferred or resold to such person;
- 1.45. "Tribunal" means The Commercial Registration Appeal Tribunal;
- 1.46. "Treasurer" refers to the Treasurer of the Town of Goderich;
- 1.47. "Trust fund" means a trust fund established for the purpose of the *Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, c.33*;
- 1.48. "Urn" means any container used to hold cremated remains;
- 1.49. "Vault" means a burial chamber (underground).
2. The Council, with respect to the cemetery known as Maitland Cemetery, shall make rules and regulations for the proper government and maintenance thereof.
3. a) The Treasurer shall collect all monies payable under this by-law.
- b) All lots for which interment rights have been sold shall be under maintenance and care and the disposition of all monies received by the Treasurer from the sale of interment rights shall be as allowed by the *Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, c.33*, or a predecessor of that Act;
- c) Every person installing a marker or monument shall pay an amount as prescribed by regulations which will be paid into the maintenance and care fund.
4. All income from the monies received for maintenance and care, whether invested or on deposit in a chartered bank, together with all other income from whatever source, shall be used for the ordinary expense of maintenance and improvement of the cemetery, markers and monuments
5. Schedule A, "Rules and Regulations of the Maitland Cemetery" shall form part of this by-law.
6. Prices to be charged as per the Town of Goderich Consolidated Fee By-Law.
7. That this bylaw shall not come into force and effect until it is filed and approved by the Registrar, Cemeteries Regulation Unit, Ministry of Government and Consumer Services, pursuant to the *Funeral, Burial and Cremation Services Act, 2002*.

8. Subject to this bylaw being approved by the Registrar, Cemeteries Regulation Unit, Ministry of Government and Consumer Services, By-law 11 of 2010 is hereby repealed in its entirety.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 25<sup>th</sup> DAY OF MAY, 2015.**

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**MAYOR, Kevin Morrison**

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**CLERK, Dwayne Evans**

**SCHEDULE A**  
**RULES AND REGULATIONS OF THE MAITLAND CEMETERY**

**SECTION 1**  
**FINANCIAL**

1. All prices for cemetery lots, plots and services shall be set out in the Maitland Cemetery Price List contained in Town of Goderich Consolidated Fee By-law. Prices shall include the applicable portion for deposit to the Cemetery's Care and Maintenance Fund. The price list shall conform to the requirements set out in "Division E" of O. Reg. 30/11 of the *Funeral, Burial and Cremation Services Act, 2002*.
2. A price list shall be provided, at no charge, to each person who requests one.
3. All interment rights and cemetery services shall be paid in full at that time; and may be purchased by cheque, cash, debit or money order.
4. The Treasurer 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.
5. The monies received for Interment Rights shall be held by the Treasurer for a period of thirty (30) days as prescribed by the *Funeral, Burial and Cremation Services Act, 2002*.
6. As required by Section 166 and 168 of Ontario. Reg. 30/11, a percentage of the purchase price of all interment rights, and a prescribed amount for the installation of 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 the interment rights are cancelled within thirty (30) days of the original purchase.
7. The Treasurer shall, after the thirtieth (30<sup>th</sup>) day but before sixty (60 days), transfer the monies received for Interment Rights into the Cemetery Care and Maintenance Fund and Operating Fund.
8. The Treasurer shall maintain, invest, and administer the Care and Maintenance Fund in accordance with the provisions of the *Funeral, Burial and Cremation Services Act, 2002*, and Regulations made thereunder.

**SECTION 2**  
**RULES OF CEMETERY MANAGEMENT**

1. The Cemetery Owner, being the Corporation of the Town of Goderich, reserves the full control over the cemetery operations and management of land within the cemetery grounds.
2. The Cemetery/Parks Supervisor and the Cemetery Operator shall have custody of the cemetery under the direction of the Cemetery Owner.
3. The Cemetery/Parks Supervisor shall ensure the provisions of this Bylaw are upheld. All procedures will comply with the *Funeral, Burial and Cremation Services Act, 2002*, as amended from time to time.
4. The Maitland Cemetery may be visited each day from sunrise to sunset, unless closed by the Cemetery Operator or Cemetery/Parks Supervisor or his/her designate. Vehicle access will be restricted during the winter months due to weather effect on the condition of the internal roads. Passage over such roads shall be at the peril of the persons using the internal roads.
5. The Cemetery Owner 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 (including damage by the elements, Acts of God, or vandals), any lot, plot, columbarium niche, cremation monument, monument, marker, or other article that has been placed in relation to an interment right save and except for direct loss or damage caused by negligence of Town staff.
6. A public register shall be maintained in accordance to Section 110 of Ontario Regulation 30/11 that sets out particulars of interment rights holders, interments and disinterments. Said register shall be available to the public during regular office hours at no charge.
7. Only human remains shall be interred in the cemetery and in no case shall the bodies of any pets be placed in any grave in the cemetery.
8. Private structures are not permitted.
9. The Cemetery/Parks Supervisor or his/her designate may remove flowerbeds which have not been arranged through the Cemetery/Parks Supervisor or his/her designate.
10. The Cemetery Owner has the right at any time to resurvey, enlarge, diminish, re-plot, change or remove plantings, 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.
11. A copy of this By-law and any amendments of this Bylaw shall be available, at no charge, to be reviewed by the public at the municipal office during regular office hours. This Bylaw and any amendments to this Bylaw shall be posted on the Municipality's web site.
12. The Cemetery Operator may, from time to time, change or amend this By-law, in accordance with the Act and its Regulations, in order to best serve the interests of the Cemetery and the Interment Rights Holders.
13. This By-law and all amendments are subject to the approval of the Registrar, Cemeteries Regulation Unit, Ministry of Government and Consumer Services pursuant to Section 151, Ontario Regulation 30/11.

**SECTION 3**  
**SALE OF INTERMENT RIGHTS**

1. Interment rights for burial purposes shall be sold according to the existing plan of the cemetery and to future plans as new sections are opened, at the sale prices outlined in the Maitland Cemetery Price List which is contained in the Town of Goderich Consolidated Fee By-law.
2. The Cemetery Operator, on payment of the sale price of interment rights, shall issue a Certificate of Interment, and the Treasurer or Secretary shall execute the same and cause the seal of the Corporation to be thereto affixed.
3. Each purchaser of interment rights shall abide by all existing rules of the cemetery.
4. The purchaser of interment rights acquires only the right and privilege of burying human remains and erecting suitable memorials subject to the rules and regulations of the cemetery.
5. Sales of interment rights shall be subject to a written contract.

## SECTION 4 SALE & TRANSFER OF LOTS

1. The sale of interment rights to a third party is permitted subject to the provisions of this By-law.
2. Interment rights in lots, plots, columbariums or cremation monuments may be purchased at Town Hall.
3. Purchasers of interment rights acquire only the right to direct the burial of human remains or cremated human remains and the installation of monuments, markers and inscriptions subject to the conditions set out in the Cemetery Bylaw. The interment rights must be paid in full prior to any burial or installation of any marker, monument or memorialization.
4. The Cemetery Operator has the interment rights for available regular lots, urn lots, columbarium niches and cremation monuments for sale.
5. The Cemetery Operator shall provide each Interment Rights Holder at the time of sale with:
  - a) a copy of the Certificate of Interment Rights;
  - b) a copy of the Contract for Purchase of Interment Rights;
  - c) a copy of the Cemetery By-law;
  - d) a copy of the current Maitland Cemetery Price List; and
  - e) a copy of the Consumer Information Guide to Funerals, Burials and Cremation Services.
6. The Certificate of Interment Rights shall specify:
  - a) the name and address of the Interment Rights Holder
  - b) the size of the lot
  - c) the location of the lot
  - d) the date of purchase
  - e) the amount paid for the lot
  - f) the amount to be deposited in the Care and Maintenance Fund
  - g) the amount of tax
  - h) a statement regarding transfer/resale restrictions of said interment rights; and shall be subject to the provisions of the *Funeral, Burial and Cremation Services Act, 2002*, and the Ontario Regulations in effect thereunder and to the approved bylaws of the Cemetery Owner which may be in effect from time to time.
7. The purchaser of the Interment Rights shall be provided with a Contract, at the time the Contract is made, as follows:
  - a) in plain language and legibly printed in 10 point or larger;
  - b) the Contract reference number which shall be sequential;
  - c) the date of the contract (date when the Interment Rights were purchased);
  - d) the name, address and telephone number of the Cemetery Owner and the purchaser of the rights and/or services;
  - e) the name, address and telephone number of the Interment Rights Holder;
  - f) the name of the employee selling the Rights on behalf of the Municipality;
  - g) the Cemetery Owner's licence number as provided by the Registrar;
  - h) the location and dimensions of the lot(s) being purchased;
  - i) the number and type of interments permitted in each lot;
  - j) the purchase price including an itemized breakdown of Cemetery Supplies and Services charges and all applicable taxes;
  - k) the amount being set aside in the Care and Maintenance Fund;
  - l) the existence of a Bylaw that governs the operation of the Cemetery and includes restrictions on Interment Rights in the Cemetery;
  - m) any limitations or restrictions on exercising the Interment Rights; and
  - n) any limitations with respect to markers, lot decorations and private structures.

8. A Contract for the provision of licensed supplies or services is not enforceable by the Cemetery Owner unless:
  - a) the Contract is written, signed by both parties and complies with the regulations;
  - b) the Contract sets out the Purchaser's cancellation rights under the *Funeral, Burial and Cremation Services Act, 2002*;
  - c) the Contract sets out all the supplies and services to be provided and the price charged for each of them;
  - d) the Cemetery Operator delivers a signed copy of the Contract to the Purchaser in the prescribed manner; and
  - e) in the case of a Contract for the purchase of Interment Rights, the Cemetery Operator delivers to the Purchaser,
    - i. a copy of the By-laws of the Cemetery and written notice as to whether the By-laws of the Cemetery permit the Purchaser to resell the Interment Rights to a third party, and;
    - ii. a description of the location of the lot that is purchased.
9. The Interment Rights Holder shall notify the Cemetery Operator or his/her designate of any changes in their mailing address.
10. The purchaser of licensed supplies and services has the right to cancel a contract within thirty (30) days of signing the contract by providing written notice of the cancellation to the Cemetery Operator. The Cemetery Operator will arrange refund all monies paid by the purchaser within thirty (30) from the date of request for cancellation. No refund is available if interment rights have been used for any portion of the lot. If the Interment Rights Certificate has been issued, the Purchaser must return it to the Cemetery Operator along with the cancellation request.
11. A purchaser may cancel a contract for the provision of licensed supplies and services, excluding interment rights, at any time after the expiry of 30 days from when the contract was made and if the Cemetery Operator has not fully performed the contract, by providing a written notice of cancellation. The refund shall include interest earned on the money less the amount for supplies and services provided in accordance to the contract less an administrative fee less an amount for any customized supply.
12. Resale of Interment Rights to third parties is permitted subject to the requirements of this By-law.
13. No refund will be made for any lot if the interment rights have been exercised. No refund will be made for any unused lot in a plot where one or more of the lots have been used.
14. Payment in full for the inscription must be made prior to interment in a columbarium niche.

#### **TRANSFER OF LOTS**

16. The Cemetery Operator reserves the right to require the production of a notarial copy of the Will or Certificate of Appointment of Estate of Trustee or other evidence sufficient to prove ownership or authority to deal with the Interment Rights.
17. No transfer of any lot shall be binding upon the Cemetery until the required documentation, including the original Certificate of Interment Rights and the Transfer Form, has been completed and received by the Cemetery Operator. A Transfer Fee shall be payable. A new Certificate shall be issued.
18. No transfer shall be made of any interment rights against which charges are unpaid.

**SECTION 5**  
**INTERMENTS AND DISINTERMENTS**

1. The Cemetery Foreman or his/her designate shall be in attendance at each interment, inurnment or disinterment.
2. The Interment Rights Holder(s) must complete an Order for Interment Form prior to a burial taking place. Where the interment is for the Interment Rights holder, the Order for Interment Form shall be completed by the person authorized to act on behalf of the Interment Rights holder. If the person authorized to act on behalf of the Interment Rights Holder is not indicated on the Interment Rights Certificate the person authorizing the interment may be required to provide a letter from Interment Rights Holder's solicitor, notarized copy of will, or any other documentation acceptable to the Cemetery Operator.
3. When Interment Rights are held jointly by two or more persons, the authorization for Interment will be accepted from either or any of them or their authorized representative.
4. The Cemetery Operator is not be responsible for any errors on the Order for Interment Form and shall not be responsible for any errors or misunderstandings that may arise from verbal orders.
5. Interments in lots shall be permitted as follows:
  - a) One (1) casket burial in a single lot;
  - b) Up to two (2) cremated remains in an urn garden lot;
  - c) Up to four (4) cremated remains in urns in a single lot;
  - d) Up to two (2) cremated remains in urn vaults in a single lot;
  - e) One (1) casket burial plus two (2) cremated remains (not in vaults) in a single lot, to be located near the head of the grave, only if the casket burial has taken place;
  - f) Up to two (2) cremated remains in urns in one (1) columbarium niche or cremation monument;
  - g) One (1) casket burial or one (1) cremated remains in a baby land lot.
6. Paragraph 5 of this Section does not apply if the interment rights holder can demonstrate more names were engraved on the monument or marker prior to By-law 73 of 2015 and this By-law coming into effect and force.
7. A Burial Permit issued by the Registrar General or equivalent document showing that the death has been registered and the fee for the interment as outlined on the Maitland Cemetery Price List must be deposited with the Cemetery/Parks Supervisor of the Cemetery Foreman before interment can take place.
8. Where Interment Rights were purchased prior to 1955, a fee pursuant to O. Reg. 30/11, S. 95. and as set out in the current Maitland Cemetery Price List, shall be paid to the Cemetery Owner prior to the any interment related to those Rights or transfer of those Rights.
9. A Cremation Certificate must be submitted to the Cemetery/Parks Supervisor or the Cemetery Foreman prior to the burial or internment of cremated remains taking place.
10. Persons requesting interments in lots or plots shall be responsible for charges incurred. Payment for interment or inurnment must be paid to the Cemetery Owner before a burial may take place. The interment fee includes the opening and closing of the lot.
11. The opening or closing of graves and niches may only be conducted by the Cemetery Foreman or his/her designate.
12. The Cemetery Operator, Cemetery/Parks Supervisor and/or Cemetery Foreman assume no responsibility for damages, should a lot be opened in a wrong location due to wrong or

insufficient information, and any extra expense in connection with an error of this kind shall be paid by the parties ordering the interment.

13. In accordance with the *Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, c.33*, 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.
14. No interment shall be permitted in any lot or niche where the interment rights have not been paid in full.
15. Cremated remains are not permitted to be scattered on a grave.
16. Funeral corteges within the cemetery shall follow the route indicated by the Cemetery Foreman or his/her designate.
17. Notice of each interment, including all particulars as to location and size of case, shall be given to the Cemetery Operator or his/her designate at least 24 hours in advance, if practical, 8 hours of which must be regular working hours, if practical.
18. Every effort will be made to complete a burial on the assigned day and time. If due to inclement weather conditions, health and safety concerns, or conditions beyond the Cemetery Foreman's control, a burial cannot be made at the scheduled time, the burial shall be completed as soon as possible at a later time.
19. Sunday, Saturday or Statutory Holiday burials shall be allowed subject to the Maitland Cemetery Price List, established by the Cemetery Owner from time to time or unless ordered to do so by the Ontario Ministry of Health.
20. Extra charges are included in the price list for:
  - a) Sunday or Statutory Holiday interments, subject to the Maitland Cemetery Price List;
  - b) Funerals reaching the cemetery during a weekday after the hour of two o'clock in the afternoon;
  - c) Saturday interments.
21. Vaults are highly recommended for all regular interments. For cremated remains, the vault size must be 15" wide x 15" long by 18" high or smaller.
22. Removal of casketed human remains from a lot may take place provided that the written consent (authorization) of the interment rights holder and a certificate from the local medical officer of health has been received by the Cemetery Operator. Removal of cremated human remains may take place provided that the written consent (authorization) of the interment rights holder has been received by the Cemetery Operator.
23. 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.
24. Before a disinterment is to take place, the Cemetery Operator or his/her designate requires three (3) days notice so that arrangements can be confirmed with the local health unit.
25. When a disinterment is to take place, the Cemetery Foreman is responsible to open the grave and under the direction of the Funeral Director retained for the purpose of the disinterment, will disinter the body.
26. A burial certificate under the Vital Statistics Act is not required to reinter remains that have been disinterred according to the *Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, c.33*, and its Regulations.

**SECTION 6  
CARE OF LOTS-GENERAL**

1. Income from the Care and Maintenance Fund shall be expended to maintain, secure and preserve the cemetery grounds. Such expenses may include, but are not limited to expenses arising from:
  - Grading and sodding or seeding of lots
  - Maintenance of cemetery roads, sewers and water systems
  - Maintenance of perimeter walls and fences
  - Maintenance of cemetery landscaping
  - Maintenance of the columbariums
  - Repairs and general upkeep of cemetery maintenance buildings and equipment.
2. The Cemetery Owner 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, the Cemetery Foreman or those designated to do work on behalf of the Cemetery Owner; prevents those designated to do work on behalf of the Cemetery Owner from performing general cemetery operations; or are not in keeping with the respect and dignity of the cemetery. Such articles and prohibited articles will be removed and disposed of without notification.
3. All lots and plots shall be maintained and kept properly graded, sodded and mowed by the Cemetery Owner. The said care shall include mowing the grass, clipping around monuments, seeding and refilling sunken graves, when necessary.
4. No Interment Rights Holder shall change the grading of the subject lot, and in case of such change, the Cemetery/Parks Supervisor or his/her designate may restore the lot to its original grade at the expense of the Interment Rights Holder.
5. On lots where there are no markers, a space for flowerbeds can be arranged with the Cemetery/Parks Supervisor or his/her designate upon request. The size and location of the flowerbed will be at the discretion of the Cemetery/Parks Supervisor or his/her designate.
6. Evergreens are permitted only on lots having a monument and only one shall be planted on either side of the monument within the lot boundaries and must be maintained at a height no more than the monument. The Cemetery Foreman or his/her designate has the right to remove any shrub or tree that has not been planted by the Cemetery Foreman or his/her designate. The Cemetery Foreman or his/her designate also has the right to remove any part of a shrub or tree that does not meet the requirements of this By-law or any shrub or tree, by means of their branches or roots or in any other way, have become detrimental to the adjacent lots, drains, roads, or walks or prejudicial to the general appearance of the ground or inconvenient to the public.
7. No plantings are permitted at the rear of a monument.
8. No glass containers or plant hangers of any kind are allowed in the cemetery at any time.
9. Nails, wires, wooden crosses, articles of glass or pottery, or any other material that may create a hazard to cemetery workers and/or visitors are not allowed in the cemetery. The Cemetery Foreman or his/her designate has the right to remove materials that may create a hazard for cemetery workers and/or visitors.
10. Borders, fences, railings, walls, cut-stone coping, luminaires and decorative stone in or around lots are prohibited.

11. Rubbish shall not be thrown out on roads, walks or any part of the grounds. Rubbish must be placed in receptacles provided at convenient points on the ground.
12. Implements or materials used in doing any work within the cemetery shall be removed without delay and if this is not done, the Cemetery Foreman or his/her designate shall remove the same.
13. No person, unless authorized by the Cemetery/Parks Supervisor or his/her designate, shall sod, move cornerposts or lot markers.
14. The Cemetery Owner and its employees shall not be responsible for loss or damage to any articles left upon any lot or plot.
15. All lots shall be marked with granite or marble stone corner markers.

#### **CARE OF LOTS – FLOWERS**

1. Artificial flowers are permitted on monuments provided they are properly maintained and suitable for the cemetery. The Cemetery Foreman or his/her designate shall remove any artificial flowers that are not in keeping with the dignity and decorum of the cemetery.
2. Vases, urns and flower stands not properly cared for, and which are not filled with plants by the first (1st) of June in any year may be removed from the lot and any stand, holder, vase or other receptacle for flowers which are not in keeping with the dignity and decorum of the cemetery may be prohibited or removed by the Cemetery Foreman or his/her designate. Objects such as vases, urns and flower stands which interfere with the care and maintenance of the cemetery for the period April 16<sup>th</sup> to October 31<sup>st</sup> will be removed by the Cemetery Foreman or his/her designate.
3. Cut flowers will be removed by the Cemetery Foreman or his/her designate when wilted.
4. Potted plants must be placed on top of the ground as close to the monument as is practical.
5. Artificial wreaths without glass or plastic covers are allowed to be placed on the lot between October fifteenth (15<sup>th</sup>) and March thirty first (31<sup>st</sup>), provided they are securely fastened to the monument, or where there is no monument, mounted on a stand of at least 76.20 (30 inches) high and securely anchored to the ground. To preserve the proper appearance of the grounds, artificial wreaths must be removed before April first (1<sup>st</sup>) of each year, otherwise the wreaths will be removed by the Cemetery Foreman or his/her designate.
6. Decisions, pursuant to Council policy, shall be made by the Cemetery Operator or his/her designate.

**SECTION 7**  
**RULES FOR VISITORS**

1. Visitors are asked to remember the respect due to the deceased and conduct themselves in a quiet, orderly manner and shall not disturb any service being held, by noise or other disturbances. The provisions and penalties of the law will be strictly enforced in all cases of disturbance, wanton injury to property, disregard of the rules or conduct unbecoming to the cemetery. Anyone who violates the rules may be expelled from the cemetery.
2. The Cemetery Foreman and or his/her designate are empowered and required to preserve order and decorum in the cemetery.
3. No parades other than funeral processions shall be admitted to or be organized within the cemetery unless authorized by the Cemetery Owner.
4. Children under the age of twelve (12) years are welcome on the cemetery grounds when accompanied by an adult who shall be responsible for their good conduct and shall see that they do not run over the lots or climb upon the monuments.
5. Vehicles within the cemetery shall be driven at a speed not exceeding 15 km per hour and shall not leave the roads or park on the grass unless directed to do so by the Cemetery Foreman or his/her designate. Vehicles shall not be driven over the burial lots of others.
6. No pleasure ATV's (All Terrain Vehicles), unlicensed motorcycles or snowmobiles are allowed in the cemetery.
7. Owners of vehicles and their drivers shall be held responsible for any damage done by them.
8. The carrying or discharging of firearms, other than in regular volleys at burial services authorized by the Cemetery Foreman or his/her designate, is prohibited in and around the cemetery.
9. All pets in the cemetery must be leashed and those responsible for the pet must cleanup after the pet.
9. No large assembly shall be permitted in the cemetery grounds other than a funeral or Memorial Service.
10. Picnics for small groups, use of the trail system and pet exercise are permitted on the undisturbed lands adjacent to the cemetery.
11. 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 Owner 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.
13. Any complaints by Interment Rights Holders or visitors should be made to the Cemetery/Parks Supervisor or Cemetery Operator in writing and not to workers on the grounds. Controversies with workers or others on the grounds are to be avoided.
14. Rubbish shall not be thrown on roadways, lots or walkways or any part of the ground. Receptacles are provided at convenient points on the grounds for the deposit of weeds, decayed flowers, plants, etc.

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 Cemetery Foreman or his/her designate. Articles removed will be disposed of immediately.
16. In the interest of preventing vandalism, the gates to the cemetery may be ordered closed by the Cemetery/Parks Supervisor or his/her designate at any time deemed to be appropriate.
17. No person shall remove any flower plant container or other object from a cemetery lot without first receiving the permission of the Cemetery Foreman or his/her designate, nor shall they move any flower container or other object from one lot to another without permission.
18. When a society or association desires to hold a Memorial Service, they shall submit their request in writing to the Cemetery Owner at least fifteen days previous to the desired date. The association or society securing this permission shall assume responsibility for any damages done to any property in the cemetery at that time.
19. All persons are prohibited from picking any flowers, either wild or cultivated, or breaking any tree, shrub or plant.
20. All persons are prohibited from writing upon, defacing or injuring any monument, fence or other structure in or belonging to the Cemetery Owner.

**SECTION 8**  
**RULES FOR MOTOR VEHICLES**

1. The Cemetery/Parks Supervisor reserves the right to close the roads to the cemetery at any time to vehicular traffic.
2. The drivers of all vehicles entering the cemetery shall obey the instructions of Parks/Cemetery staff, and shall keep to the route allotted to them. They shall not attempt to turn around on any roadway or pass another moving vehicle and shall not exceed a speed limit of 15 km per hour.
3. Vehicles forming part of a funeral procession shall take the route allotted to that funeral and shall move in unison with the Funeral Director in charge of the funeral.
4. The drivers of all vehicles shall remain in close proximity thereto at all times, and shall not block the roads.
5. The cemetery may be visited each day from sunrise to sunset, unless closed by the Cemetery Operator or Cemetery/Parks Supervisor or his/her designate.
6. There is restricted access to the cemetery during winter months.

**SECTION 9**  
**RULES FOR WORKERS, MONUMENT DEALERS AND CONTRACTORS**

1. No monument, cremation monument or marker will be delivered to the cemetery without the proper paperwork.
2. No monument, cremation monument or marker will be permitted to be installed without prior payment of the Care & Maintenance Fee and the required fees set out in the Maitland Cemetery Price List which is contained within the Town of Goderich Consolidated Fee By-law.
3. No monument, cremation monument or marker will be delivered to the cemetery until the foundation is completed by Parks Staff and the contractor is ready to proceed with the work of installation.
4. No marker, monument or cremation will be removed without notifying the Cemetery/Parks Supervisor or his/her designate.
5. All companies who do work in the Cemetery shall have Workers' Compensation coverage for their workers as well as sufficient liability insurance.
6. There shall not be a variance of more than 1.27 cm. (1/2 inch) in the size of the base required as stated on the work order in order to protect the surface from injury.
7. The demeanour and behaviour of all workers, employed by others, while in the cemetery shall be subject to the control of the Cemetery Foreman or his/her designate.
8. If in the immediate vicinity of a funeral, all workers shall cease work until the conclusion of the service.
9. All work must be done during the regular work day unless by special permission of the Cemetery/Parks Supervisor or his/her designate.
10. No work shall be commenced on Friday that cannot be finished by the end of that day.
11. Heavy loads shall not be permitted in the cemetery when the roads are in unfit condition.
12. No monument or marker dealer shall park on the grass unless otherwise directed to do so by the Cemetery Foreman or his/her designate.
13. All implements and materials used in the performance of any work shall be placed where the Cemetery Foreman or his/her designate may direct, and all rubbish and surplus earth shall be removed when, and to where, and in such manner as the Cemetery Foreman may order. Otherwise the obstructions will be removed and the expense charged to the Dealer or Contractor.
14. If a monument company desires to set a flat marker they must make written arrangements as to time of installation with the Cemetery Foreman as all work must be supervised by Parks Staff. The company shall pay to the Cemetery Owner the prescribed fee plus necessary taxes as set out in the Maitland Cemetery Price List which is contained within the Town of Goderich Consolidated Fee By-law.
15. All monuments shall be set on a concrete foundation constructed by Parks Staff and paid for by the party ordering the work at the price set forth in the Maitland Cemetery Price List which is contained within the Town of Goderich Consolidated Fee By-law. Requests for construction of foundation must be submitted in writing to the Cemetery Foreman within five (5) days of the time of proposed installation. The foundation shall be at least 0.91 m. (3 feet) deep and shall extend 7.62 cm. (3 inches) beyond the monument base on all sides

and be flush with the ground. The width of the foundation shall be in accordance with the regulations for monuments in Section 10.

16. All workers will present themselves in a clean tidy manor with no altered or frayed clothing and wearing green patch safety boots.

**SECTION 10**  
**MONUMENTS AND MARKERS – GENERAL INFORMATION**

1. Any monument or other structure or any inscription to be placed in or upon any lot shall be in keeping with the dignity and decorum of the cemetery.
2. No monument, footstone, marker or memorial of any kind shall be placed, moved, altered or removed without the permission of the Cemetery/Parks Supervisor.
3. All photographs attached to any memorials or placed within the cemetery grounds shall be the sole responsibility of the Interment Rights Holder or his/her designate.
4. Candle holders and vases which constitute part of a monument are discouraged.
5. No monument or marker will be delivered to the cemetery prior to the “Monument/Marker Installation Form” and the appropriate fee(s) being provided to the Cemetery Operator or his/her designate.

Said form shall include the following information:

- 1) Contact details for the Company
- 2) Name and Address of the Interment Rights Holder
- 3) Subject Lot
- 4) Description of the placement of the marker or monument
- 5) Dimensions of the flat marker, if applicable

For a monument:

- 6) Dimensions of the die, height, width, length
- 7) Dimensions of the base, height, width, length
- 8) Overall size
- 9) Description. i.e. colour, design.

The amount for the Care & Maintenance set out in the Maitland Cemetery Price List in accordance with O.Reg. 30/11.

6. If a monument or marker in the cemetery presents a risk to public safety because it is unstable, the Cemetery Foreman or his/her designate shall do whatever is necessary by way of repairing, resetting or laying down the monument or marker to remove the risk.
7. The Cemetery Owner 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 marker, or part thereof, except where such damage or loss is due to its negligence.

**MONUMENTS**

8. Monuments may only be erected on lots designated for monuments and not in any area designated for flat markers only.
9. A monument shall not be erected on any lot until all charges have been paid.
10. One monument may be placed at the head of the lot and placed in line with other monuments. Monuments cannot be placed “back-to-back” against another. In addition, one marker may be placed on each lot.
11. All monuments must either be of granite, marble or bronze unless special permission is granted by the Cemetery Owner. No wooden materials or other monuments which normally deteriorate faster than stone are allowed.

12. Book, pillow or bench monuments shall be allowed in the cemetery provided they are located at the head of the grave with a suitable foundation or cement pad constructed by Parks staff.
13. In the Urn Garden, only flat markers 12 inches by 20 inches and made of pink Laurentian granite can be embedded flush with the ground (no concrete base).

## **MARKERS**

14. Bronze, stone or concrete land markers 15.24 cm. (6 inches) square and not less than 15.24 cm. (6 inches) deep, dressed on all sides and bearing suitable identification permanently marked thereon (usually the initial of the surname) may be placed at the corners of the lot or lots, flush with the ground, at the expense of the Interment Rights Holder or his/her designate.
15. Markers or footstones of bronze, marble or granite are permitted with the following size and quantity restrictions. Placement of markers or footstones must not interfere with future interment.
  - 1) Single lot maximum 30.48 cm x 60.96 cm (12" x 24")
  - 2) Double lot maximum 30.48 cm x 107 cm (12" x 42")
  - 3) Urn garden single lot maximum 30.48 cm x 50.70 cm (12" x 20")
  - 4) Urn garden double lot maximum 30.48 cm x 76.2 cm (12" x 30")
16. One marker may be placed at each grave in addition to the monument. The marker shall be placed at the end of the grave farthest from the monument, and shall not exceed 30.48 cm (12 inches) by 45.72 cm (18 inches).
17. The minimum thickness for all flat markers including footstones is 10 cm. (4 inches).
18. All markers shall be constructed of bronze, granite or marble.
19. On the Town Columbarium only 11" x 8" wreath niche plates are allowed to be placed. The interment right holder shall purchase the niche plate directly from the supplier and Parks Staff shall make the installation.

**SECTION 11  
MAUSOLEUM REGULATIONS**

1. The use of the mausoleum for any cemetery other than Maitland Cemetery shall be billed at the rates shown in the Maitland Cemetery Price List which is contained within the Town of Goderich Consolidated Fee By-law.
2. The fees for storage as set out in the Maitland Cemetery Price List which is contained within the Town of Goderich Consolidated Fee By-law must be paid in full prior to the human remains being placed into the mausoleum. The burial permit and interment instructions must be shown at the time the fees for storage are paid.
3. The Cemetery/Parks Supervisor may have human remains removed from the Mausoleum and interred into a single lot at any time after the first (1<sup>st</sup>) of June in each year, or at any time should the condition of the body render its interment, in the opinion of the local Medical Officer of Health, necessary or expedient.
4. All Funeral Homes should have appropriate insurance coverage for any human remains stored in the mausoleum.
5. All human remains must be removed from the mausoleum by the first (1st) day of June in each year unless further time has been authorized by the Cemetery/Parks Supervisor. Human remains not removed from the mausoleum by the first (1<sup>st</sup>) day of June are subject to the post June 1<sup>st</sup> storage fees outlined in the Maitland Cemetery Price List which is contained within the Town of Goderich Consolidated Fee By-law.
6. The bodies of persons who died from contagious diseases cannot be stored in the mausoleum.
7. The Cemetery Foreman or his/her designate reserves the right to determine if the weather conditions are adverse enough to prevent a burial. If necessary and during the period June 1st to November 15th, the mausoleum may be used at no extra charge until the weather conditions permit the interment.
8. All bodies stored in the mausoleum must be embalmed.
9. All bodies stored in the mausoleum must be within a wooden or metal casket. Reinforced cardboard containers are not permitted in the mausoleum.

**SECTION 12**  
**VETERANS SECTION OF CEMETERY**

1. Only Veterans who have honourably served in the Canadian Armed Forces, the Commonwealth or its wartime allies, or a regular member of the Royal Canadian Mounted Police, or a Peace Officer who served in a special duty area, or who served on a special duty operation, or who served in the Merchant Navy or Ferry Command during wartime be permitted to be buried in the Veterans Section.
2. Only the ashes of a spouse of a Veteran who is not a Veteran or a spouse of any personnel identified in paragraph (1) of these regulations, who is not a Veteran will be permitted to be buried in the same plot as the Veteran.
3. Markers to be used in the Veterans Section are restricted to markers that are approved by Veteran Affairs Canada or an identical marker from a private source however, only the Veterans name may appear on the marker.
4. Footstones prescribed by these regulations may be installed by family, at their own expense, provided they are flat markers 12 inches by 20 inches, embedded flush with the ground (no concrete base) and are made of barre grey granite.
5. No plantings of any kind (flowers, bushes, trees) are allowed on any plot in the Veterans Section. This restriction does not apply to the Town of Goderich which retains the right to beautify the Veterans Section with trees or shrubs.

**TOWN OF GODERICH  
CEMETERY BY-LAW  
CONSOLIDATION**

This document is a consolidation of the Town of Goderich Cemetery By-Law No. 73 of 2015 and subsequent amendments made thereto. This compilation is for convenience for administrative purposes and does not represent true copies of the by-laws it contains. Any legal interpretation of this document should be verified with the Town Clerk.

This Consolidated Cemetery By-Law contains:

Cemetery By-Law No. 73 of 2015  
and the following amendments thereto:

By-Law No. 95 of 2015  
By-Law No. 125 of 2017

*Consolidated as of December 19, 2017*