

Township of  
Sioux Narrows – Nestor Falls

Cemeteries

Information  
Package



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## **Introduction**

The Township of Sioux Narrows – Nestor Falls offers several options for memorialization and operates two cemeteries; Pineridge Cemetery at Sioux Narrows and Norman Cottam Memorial Cemetery at Nestor Falls.

The following interment options are available at our cemeteries:

- Full, in ground burial,
- In-ground burial of cremated remains,
- In-urnment of cremated remains in Columbarium remains.

Both our Cemeteries are governed by municipal by-laws and provincial laws. This package contains a copy of the municipal by-law, commonly asked questions, price list and location maps.

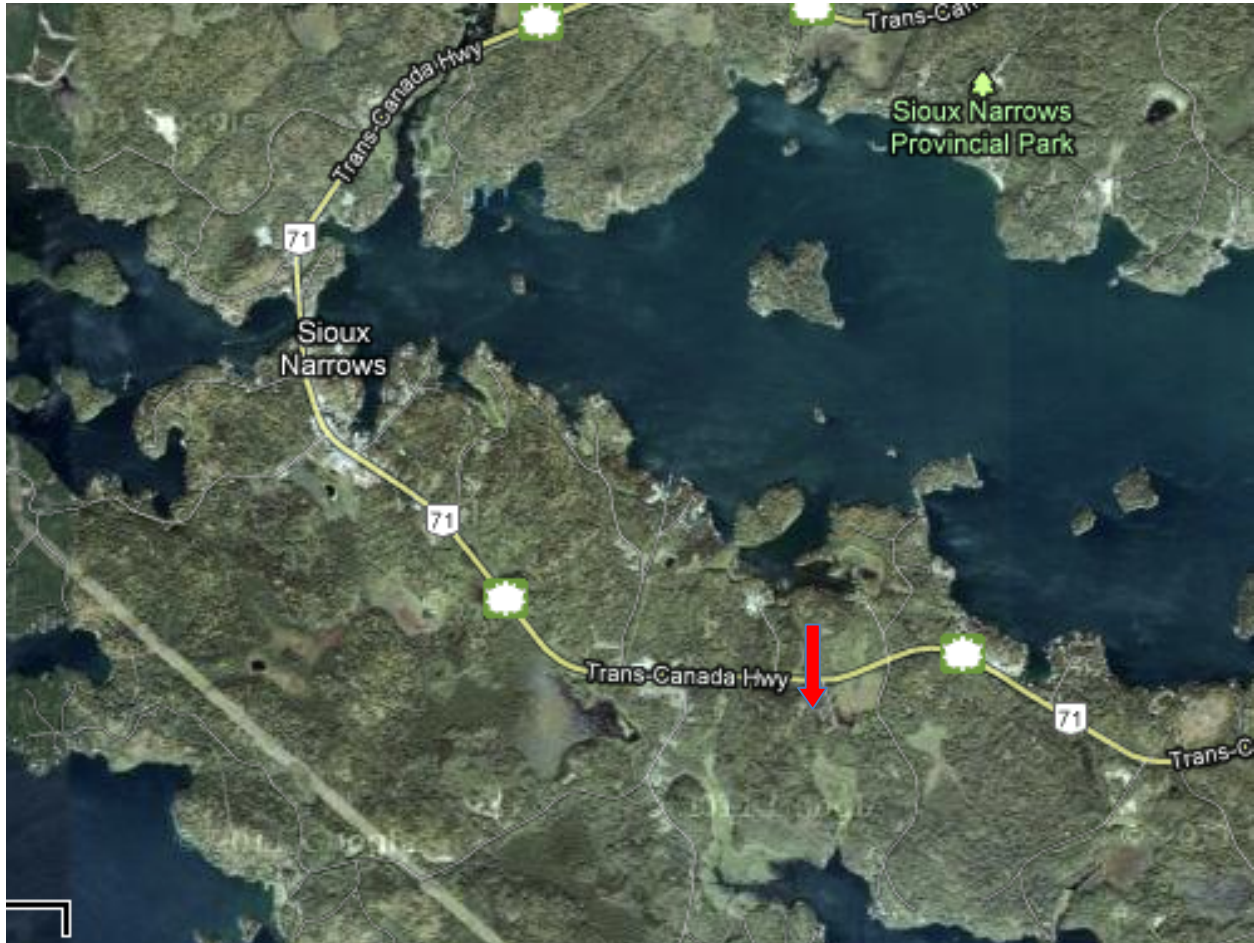
Visitors are welcome at our cemeteries, but please respect these special places.

After reviewing this information package, should you have further questions, or wish to purchase a burial or columbarium space, please contact:

Township of Sioux Narrows – Nestor Falls  
P.O. Box 417  
Sioux Narrows, Ontario  
P0X 1N0  
807-226-5241 Phone  
807-226-5712 FAX  
[www.snnf.ca](http://www.snnf.ca)

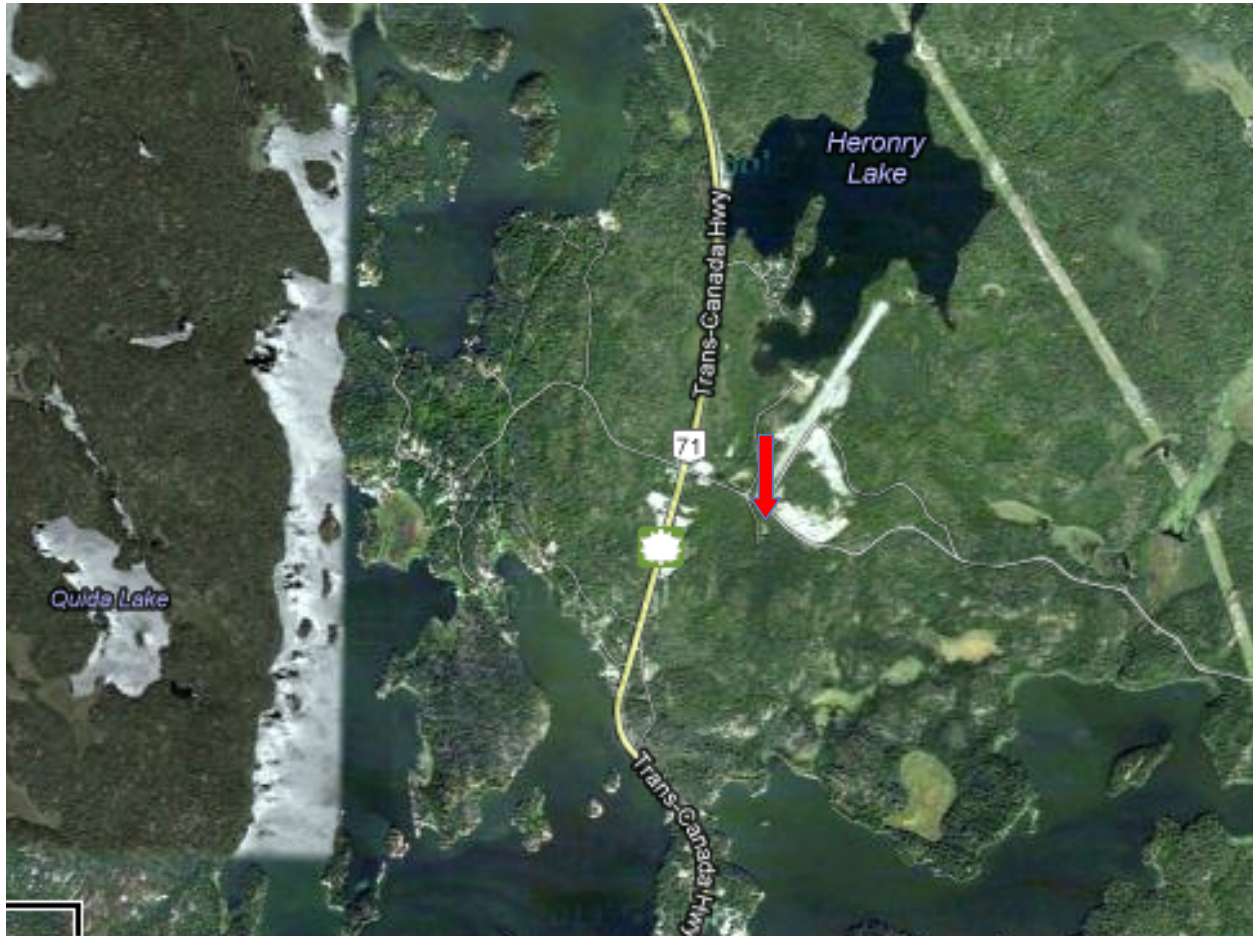
### Location - Pineridge Cemetery, Sioux Narrows

The Pineridge Cemetery is located off Highway 71, 1 km south of the Township of Sioux Narrows - Nestor Falls 'Sioux Narrows Municipal Office/Fire Hall'. Turn west on Cemetery Road; right if you are driving south.



### **Location – Norman Cottam Memorial Cemetery, Nestor Falls**

The Norman Cottam Memorial Cemetery is located off Highway 71, on Nestor Falls Airport Road. Turn east (left, if driving south) at Dalseg's Sunset Place Grocery Store, proceed 0.2 kms past the Township of Sioux Narrows – Nestor Falls 'Nestor Falls Municipal Office/Fire Hall' and turn right at Fire Road #21, continue 0.15 kms and arrive at the cemetery.



## **Commonly Asked Questions**

### ***What are “interment rights”?***

By purchasing “interment rights”, you are in fact purchasing the right to designate who may be interred or entombed in the space, rather than purchasing the grave/lot/urn space/crypt or niche itself, which remains the property and the responsibility of the cemetery. Interment rights include the right to place a memorial where permitted. More than one person may own the interment rights to the same grave as “joint tenants” or as “tenants-in-common”. Written permission from the interment rights holder(s) is required prior to each interment, entombment, or memorial placement. All interment rights are subject to the Cemetery By-Laws, copies of which are available at the cemetery office.

### ***What is an “interment rights holder”?***

An interment rights holder is the person(s) who owns interment rights in a cemetery or columbarium.

### ***How do I choose the appropriate interment rights?***

This is a very important purchase and there are things to be considered. What kind of memorial do you prefer? How many interments are expected to take place? Is cremation desired? If so, what is to be done with the cremated remains? Do you want to accommodate the interment of both cremated remains and casket?

### ***Can I inter cremated remains in a grave?***

Yes. Cremated remains may be interred in a grave. Graves can accommodate the interment of up to four urns. If space permits on the monument or marker you may be able to add an additional inscription.

### ***What if I prefer interment, but my spouse prefers cremation?***

One solution is to purchase a grave, which would allow for the interment of a casket or container, as well as an urn containing cremated remains.

### ***What is included in the interment fee?***

The interment fee includes administration and permanent record keeping (determining ownership, obtaining permission and the completion of other documentation which may be required, entering interment particulars in the interment register, maintaining all legal files); locating the grave and laying out the boundaries; levelling and re-seeding of the grave after the earth settles; grass cutting and general care. Any other supplies and/or services, which may be required, would be at an additional cost.

***May I sell my interment rights to someone else?***

No. The Cemeteries Act prohibits the private resale of interment rights. You may, however, transfer your interment rights to a third party. This would require you to surrender your Interment Rights Certificate to the Township of Sioux Narrows – Nestor Falls Municipal office so that the transfer of ownership may be recorded.

***What will happen to the remaining interment spaces when I die?***

An interment right held by a person who dies becomes part of the estate of the deceased. It is, therefore, important to contact the Township of Sioux Narrows – Nestor Falls Municipal Office as soon as possible following the death of the interment rights holder(s) to establish signing authority relative to the future use of the interment rights. Certain documentation will be required.

***What if I purchase a grave, lot or urn space and pre-arrange my interment, and later move out of town?***

For the purchase of interment rights (grave, lot or urn space) if you should change your mind for any reason, within the first 30 days, the Township of Sioux Narrows – Nestor Falls will refund 100% of what you paid. After 30 days, we will refund what you paid, less the portion contributed to the Care and Maintenance Fund, in accordance with the law.

*Monies received for pre-arranged cemetery services such as an interment are deposited into the Pre-need Assurance Trust Fund. If you change your mind within the first 30 days you will receive a full refund. After 30 days an administration fee would be charged, again, as required by law.*

***What types of memorials are there?***

A memorial in some way celebrates a life that has been lived. It can take many forms. The most common memorials in the cemetery are upright monuments, and flat markers of bronze or granite set flush with the ground.

***Must I put a memorial on my grave?***

No. For identification each grave is marked with a permanent number marker. However, a personal memorial does provide a permanent reminder of a loved one, and will be viewed by future generations.

***How soon after an interment may I place a memorial?***

The memorial can be ordered as early or as late as you like. Most memorials can also be ordered in advance of need.

***May I put a small hedge or fence around my grave?***

No. Consideration must be given to adjoining interment rights holders. Enclosures tend to become forgotten over time and the cemetery is then faced with the problem of maintaining or removing them.

***May I put flowers on my grave?***

Either natural or artificial flowers may be placed on graves providing appropriate containers are used. Please do not use glass or pottery containers since they are easily broken, and become a safety hazard.

***May I put a wreath on my grave?***

Memorial wreaths may be placed on graves after November 1<sup>st</sup> but they must be removed before April 1<sup>st</sup> of the following year, in order to facilitate spring clean up. If you wish to keep your wreath, please be sure to remove it no later than March 31<sup>st</sup>. Wreaths still on the grounds after that date will be collected and discarded. Wreaths in the form of monument saddles, which rest atop monuments, may stay in place year round.

***May I leave a candle burning at the grave?***

No. You are welcomed to light a candle while you are visiting the grave-site, provided you extinguish it and take it away with you.

***What is the purpose of care and maintenance?***

A portion of the purchase price of all interment rights is contributed to an irrevocable fund - the Care and Maintenance Fund. Contributions became mandatory in Ontario in 1955. This is to ensure that essential services are provided such as: cutting grass, re-grading of graves and lots, planting and caring for trees, snow removal, water supply systems, roads, drainage, etc.

***Do I have to use a funeral home?***

No. Ontario law does permit people to look after all arrangements themselves. A funeral home will assist you in the completion of all necessary documentation (permits, certificates, etc.), the selection of a container to enclose the body, removal of the deceased from the place of death and transportation to the cemetery for interment. Most families prefer to use the services of a funeral home.

***Is a casket required?***

No. What is required is an enclosed, rigid container to allow for the dignified handling of human remains.



***Does a body have to be embalmed before it is interred?***

No. Embalming is not a requirement in Ontario. It is your choice.

***How can I be sure my wishes will be followed?***

Although not legally binding, written instruction should be given to the person who will be responsible for your funeral and cemetery arrangements. The final decision will rest with your executor, so choose a person whom you can trust to carry out your wishes.

## **Price List**

### **Plot Fees**

One Adult Burial Plot	\$315.00	(Includes Care & Maintenance of \$150.00)
One Infant Plot	\$175.00	(Includes Care & Maintenance of \$70.00)

### **Marker Fees**

Flat Marker measuring more than .12 sq. metres (173 sq. inches)	\$ 50.00
Upright Marker Measuring 1.22 metres (4 ft.) or less in height and 1.22 metres (4 ft. ) or more in length, including base	\$100.00
Upright Marker measuring 1.22 metres (4 ft. ) or more in height and 1.22 metres (4 ft. ) or more in length, including base	\$200.00

The above marker fees are for Care & Maintenance and are deposited to the Care & Maintenance Fund.

### **Columbarium Niche Fees**

Niche	\$475.00	(Includes Care & Maintenance of \$100.00)
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### **Service Fees**

Installation of pad for marker (installed by Township employee)	\$ 75.00
Plot Site Restoration (Township employee to restore plot site to acceptable state)	\$ 75.00
Placement of Remains in Niche (2nd placement)	\$ 50.00
Cremation/Burial - Open/Close	\$ 50.00
Transfer of Interment Rights Fee	\$ 15.00
Rental of Lowering Device	\$ 75.00

### **General Information**

HST will be charged in addition to the above fees as applicable.

Where applicable and as indicated, the above Plot Fees, Niche Fees and Marker Fees include the mandatory care and maintenance fee.

Adopted by the Council of the Corporation of the Township of Sioux Narrows-Nestor Falls on January 18, 2005. Filed with the Ministry on January 19, 2005.

**By-law No. 134**

**THE CORPORATION OF THE  
TOWNSHIP OF SIOUX NARROWS - NESTOR FALLS**

Being a By-law to establish rules and regulations to be used in Connection with the Norman Cottam and Pineridge Cemeteries

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**WHEREAS** the Norman Cottam and Pineridge Cemeteries in the Township of Sioux Narrows - Nestor Falls are owned by the Corporation of the Township of Sioux Narrows - Nestor Falls; and,

**WHEREAS** the Cemeteries Act, as revised, R.S.O., 1990, Chapter C. 4, Section 50, provides that an owner of a cemetery may make by-laws for regulating the operation of a cemetery;

**NOW THEREFORE BE IT ENACTED** as a by-law of the Corporation of the Township of Sioux Narrows - Nestor Falls as follows:

**PART I  
INTERPRETATION AND DEFINITION**

1. In this By-law, unless the context shall otherwise require:
  - a. "Administrator" shall mean the Administrator of the Corporation of the Township of Sioux Narrows - Nestor Falls.
  - b. "Adult Grave" shall mean any burial space of at least 2.44 m by 0.91 m (8' x 3') and intended for the burial of one full size casket first and then four cremated remains.
  - c. "Burial" shall mean the burial of human remains and includes the placing of human remains in a lot.
  - d. "By-law" shall mean a by-law of the Corporation.
  - e. "Care and Maintenance Fund" shall mean a trust fund established for the care and maintenance of the cemetery.
  - f. "Cemetery" shall mean the Norman Cottam and Pineridge Cemeteries.
  - g. "Cemetery Plan" shall mean a plan of the cemetery approved by the Ministry of Consumer and Business Services.
  - h. "Certificate of Interment Rights" shall mean a certificate issued by the owner of the cemetery to an interment right holder.

- i. "Children's Grave" shall be intended for burial of only those persons younger than 16 years of age.
- j. "Columbarium" is a structure containing niches for the placement of cremated remains.
- k. "Corporation" shall mean the Corporation of the Township of Sioux Narrows – Nestor Falls.
- l. "Council" shall mean the Municipal Council of the Township of Sioux Narrows – Nestor Falls.
- m. "Inter" – see burial.
- n. "Interment Rights" includes the right to require or direct the interment of human remains in a lot.
- o. "Interment Rights Holder" means a person with interment rights with respect to a lot and includes a purchaser of interment rights under the Cemeteries Act.
- p. "Lot" shall mean four plots surveyed as a single unit.
- q. "Maintenance Supervisor" shall mean the Maintenance Supervisor of the Corporation of the Township of Sioux Narrows – Nestor Falls.
- r. "Marker" shall mean any stone, metal, granite, or marble set flush with the surface of the ground and used to identify and mark the location of a grave or lot but shall not mean a "corner stone".
- s. "Ministry" shall mean the Ministry of Government Services.
- t. "Monument" shall mean and include a monument, column, shaft, cenotaph, stone or any structure for perpetuating the memory of a deceased person, or recording a burial or otherwise recording the name or other particulars of an owner or other person by such means, projecting above ground level.
- u. "Niche" is a recessed compartment into which urns containing cremated remains may be placed and intended for a maximum of two cremated remains.
- v. "Plot" shall mean an area of land in the cemetery containing, or set aside to contain, individual human remains.
- w. "Plot Survey Stone" shall mean any stone or other land mark set flush with the surface of the ground and used to identify and mark the boundaries or location of a grave or lot.

- x. "Section" shall mean an area within the cemetery surveyed into individual interment rights; allows for easy location (i.e. Public Section, Lot 45, Plot A).
- y. "Registrar" shall mean the Registrar appointed under the Cemeteries Act.
- z. "Treasurer" shall mean the Treasurer of the Corporation of the Township of Sioux Narrows - Nestor Falls.
- zz. "Vault" shall mean a sealed shell made of precast concrete or equal as approved by the Administrator placed entirely below the surface of the ground.

## **PART II CEMETERY PLAN**

- 2. The Cemetery Plan shall remain on file at the office of the Administrator.
- 3. No alterations shall be made to the Cemetery Plan without the approval of Council, expressed by resolution thereof, and the approval of the Ministry.
- 4. No portion of the Cemetery not subdivided into lots or single graves according to the Cemetery Plan shall be sold or disposed of for the purpose of a burial or burials.
- 5. All dealings with respect to any lot or grave shall be by reference to the Cemetery Plan.

## **PART III GENERAL ADMINISTRATION**

- 6. The Administrator shall keep registers, records and books as are necessary for properly recording all matters, acts, deeds and things pertaining to the Cemetery, and as may be prescribed.
- 7. The Treasurer shall keep such books, accounts and records as are necessary for properly recording and exhibiting all financial matters pertaining to the Cemetery, and as may be prescribed.
- 8. All revenue and other monies belonging or pertaining to the Cemetery shall be paid and received by the Treasurer.
- 9. The Administrator shall make and render such reports as may be prescribed or as the Council may require.
- 10. All fees and charges shall be in accordance with the price list filed with the Ministry which shall govern in all matters pertaining thereto.

## **PART IV CEMETERY MAINTENANCE**

- 11. The Administrator and the Maintenance Supervisor, in the management, maintenance and improvement of the Cemetery, shall have the power at all times to enter in and upon

every part of the Cemetery, without permission, let or hindrance, to do, perform and execute such work as may be necessary, desirable or expedient for any purpose, and without in any way rendering the Corporation or themselves liable in any damages or otherwise whatsoever.

12. For the aforesaid purposes, trees, shrubs, bushes, plants or sod may be planted, maintained or moved on or from any part of the Cemetery, other than a grave or lot.
13. No Interment Rights Holder or person shall do any work upon a lot or grave without permission of the Administrator.
14. Any trees planted in the Cemetery become the property of the Cemetery.
15. It is not the responsibility of the Township to maintain any flowers, shrubs or plants planted by the Interment Rights Holder.
16. No Interment Rights Holder or person shall change the grading of his lot, and in case of any such change, the Corporation may restore the lot or grave to its original grade at the expense of the Interment Rights Holder.
17. Where the required care and maintenance has been paid, the Corporation undertakes the grading, seeding, grass cutting and general care of the lot or grave.
18. Where the required care and maintenance has not been paid, this work shall be done by the Corporation, notwithstanding that provision for such work has not been made for under the Care and Maintenance Fund.
19. Trees, shrubs and flowering or other plants may be permitted on lots or graves, but only such varieties as are in keeping with the general plan of the grounds and subject to the approval of the Administrator. No tree or shrub growing within any lot or grave may be removed or altered without the consent of the Administrator.
20. If any trees or shrubs situated in any lot or grave become by any means of their roots or branches or in any other way detrimental, prejudicial to the general appearance of the grounds or inconvenient to the public, the Administrator may have such trees or shrubs or parts thereof removed after thirty days notice to the Interment Rights Holder.
21. Flower beds not exceeding .460 meter (18 inches) width shall be permitted in front of and to a maximum length of the base of a monument, and where there is no monument, can only be made by permission of the Administrator. Planting of borders around lots or graves is prohibited.
22. Interment Rights Holders desiring outside gardeners to do work on their lot or grave must furnish the Administrator with written authority for same. Gardeners or florists or their employees shall not enter the Cemetery on Sunday for business purposes.
23. Vases, urns or flower stands not properly cared for may be removed from the lot or grave; and any stand, holder, vase or other receptacle for flowers which are unsightly or or unsuitable may be prohibited and/or removed by the Maintenance Supervisor. Glass vases are prohibited.

24. During the growing season (usually May – October) while natural flowers are available, artificial flowers in the form of wreaths, or in any other form, are not permitted on a lot or grave except those placed at the time of interment which shall be removed after a period of three weeks. During the non growing season (usually November – April), wreaths may be placed on a lot or grave but must be removed prior to April 30. Wreaths not removed by April 30 will be removed and disposed of by the Corporation without notification.
25. Due to the danger of becoming damaged or broken, picture or photograph attachments are not permitted on markers set flush with the ground or on vases.
26. Borders, fences, railing, walls, cut-stone copings, concrete or stone borders and hedges in or upon any lot or grave are prohibited. Existing enclosures, which by reason of neglect or age have become unsightly, may be removed.
27. Rubbish shall not be thrown out on roads, walks or any part of the Cemetery.
28. Implements or materials used in doing any work within the Cemetery shall be removed without delay. If this is not done, the Maintenance Supervisor may remove same.
29. The Corporation shall not be responsible for loss of or damage to any portable articles left upon any lot or grave.

## **PART V**

### **MONUMENTS, MARKERS AND CORNER-STONES**

30. No Monument, Marker or Corner-Stone shall be permitted in the Cemetery without the permission of the Administrator.
31. All Markers shall be constructed of granite or marble or other material approved by the Administrator. The top and bottom bed of all Markers shall be cut level and true and shall be set flush with the surface of the ground.
32. The foundations for Monuments, Markers and Corner-Stones shall be constructed as approved by the Maintenance Supervisor to specifications which, from time to time, are appropriate.
33. Any Interment Rights Holder of any lot or grave having authorized the erection or construction of any Monument, Marker or Corner-Stone which interferes with or prevents the interment of any body in the Cemetery shall remove said Monument, Marker or Corner-Stone at his own expense; and on failure to do so at the request of the Administrator, the Administrator shall do so forthwith and charge the cost of removal of said Monuments, Marker or Corner-Stone to the Interment Rights Holder.
34. The Corporation shall be responsible for keeping all Monuments, Markers and Corner-Stones in a state of good repair and shall do whatever is necessary by way of repairing, resetting or laying down the monument so as to remove the risk.

35. Any Monument, Marker or Corner-Stone or any inscription thereon placed in or upon any lot shall be in keeping with the dignity and decorum of the Cemetery.
36. Only one upright Monument shall be permitted per adult grave or children's grave.
37. To ensure quality control and integrity of design, inscriptions on columbarium face plates must be approved by the Corporation, and the Corporation will arrange for engraving of the inscription on a cost recovery basis.

## **PART VI**

### **RULES FOR MONUMENT DEALERS, CONTRACTORS AND WORKERS**

38. Every contractor employed to erect Monuments, Markers or Corner-Stones or to do any other work in the Cemetery shall first present to the Administrator written authorization from the Interment Rights Holder of the lot or grave. This written authorization shall designate the lot or grave and the scope of the work.
39. Every contractor performing any work in the Cemetery must comply with all applicable legislation, including without limitation, Workers' Compensation, Occupations Health and Safety, and Environmental Protection. Such contractor shall provide upon demand proof of liability insurance satisfactory to the Corporation.
40. The demeanour and behaviour of all workmen employed by others in the Cemetery shall be subject to the control of the Administrator.
41. In order to protect the surface from injury or damage, contractors, masons and stone-cutters or other workmen who have received permission to do any work in the Cemetery shall lay planks on the lots or paths over which heavy materials are to be moved. The same shall leave the area in which work was carried out in a neat and orderly condition.
42. Workmen shall cease work in the vicinity of a funeral until the conclusion of the service.
43. Contractors will not be allowed to work in the Cemetery after 5:00 p.m. on weekdays, after 4:00 p.m. on Saturdays, or on Sundays or public holidays.
44. No Monuments, Markers or Corner-Stones shall be installed or erected from November 15 to April 15 without approval of the Administrator.
45. Heavy loads shall not be permitted in the Cemetery when roads are in an unfit condition to permit their use without damage.
46. No Monument, Marker or Corner-Stone shall be delivered to the Cemetery until the foundation is completed and the contractor is ready to proceed with the work or erection.
47. All implements and materials used in the performance of any work outside contractors shall be placed where the Maintenance Supervisor may direct, and all rubbish and surplus earth shall be removed in such manner and at such time and such place as the Maintenance Supervisor may order. Failure to comply will result in any obstruction being removed and the expense charged to the Interment Rights Holder of the lot.



48. Any workman who damages any lot, Monument, Marker, Corner-Stone or other structure, or otherwise does any injury in the Cemetery shall be personally responsible for such damage or injury and in addition thereto, his employer shall also be liable therefore.

## **PART VII**

### **SALE AND TRANSFER OF INTERMENT RIGHT**

49. The Administrator shall have charge of the sale of Interment Rights, and all sales shall be for cash and at the prescribed fees and charges as set forth in the price list filed with the Ministry.
50. A purchase from the Corporation is a purchase of the Interment Rights in the grave, lot, crypt or niche and is not a purchase of the land, crypt or niche.
51. Upon the sale of an Interment Right and on payment of the required tariff, the Administrator shall record the particulars thereof in his register and deliver to the purchaser a receipt and Certificate of Interment Rights and a copy of the Cemetery By-Law. The receipt and Certificate of Interment Rights shall indicate the lot or grave number as shown on the Cemetery Plan.
52. The Corporation shall have the right to repurchase any Interment Rights sold or conveyed or any part of an Interment Right in which no interment has been made pursuant to the provision of the Cemeteries Act (Revised) and Regulations thereunder.
53. The sale by the Administrator of an Interment Right shall be deemed cancelled unless within ten days thereafter the purchase makes payment to the Treasurer of the prescribed sale price. The only exception is if the Interment Rights are being purchased on an instalment plan subject to such term as may from time to time be adopted by the Corporation.
54. Until payment in full is made, the ownership of the Interment Rights remains with the Corporation and no interment, entombment, monument, marker, inscription, or memorialisation is permitted. An Interment Rights Certificate is issued to the rights holder(s) when payment in full is made.
55. Any Interment Rights Holder may transmit or transfer same subject to the provisions of the Cemeteries Act (Revised) the Regulations, and otherwise no transmission or transfer shall be binding upon or be recognized by the Corporation or its officers.
56. A transfer shall be recorded upon receipt of written notice from the Purchaser, payment of the transfer fee, and surrender of the original Certificate of Interment. Written notice from the purchaser must include the name and address of the proposed transferee and the specific lot/plot or niche to be transferred. A new Certificate of Interment Rights will then be issued to the transferee.
57. To ensure the correctness of records of Interment Rights Holder and interments, no sale or any other transfer of any Interment Rights or any interest therein, shall be binding upon the Corporation until a new Certificate of Interment Rights has been issued.

58. No sale or transfer of an Interment Right shall be made or recognized by the Corporation until all arrears due for upkeep or purchase have been paid.
59. No transfer or transmission of an Interment Right which prior thereto has not been placed under the Care and Maintenance Fund, shall be recorded by the Administrator, unless and until it is placed under such fund.
60. The Corporation agrees to buy back pre-purchased Interment Rights on written request from the Interment Rights Holder. The amount to be paid by the Corporation to buy back the aforementioned Interment Rights shall be the amount paid for the rights (less the portion of that amount paid into the Care and Maintenance Fund).
61. Any holder of Interment Rights which have not heretofore had the required payment to the Care and Maintenance Fund may pay to the Treasurer the amount specified in the Price List on the classification of his Interment Right, and the money so paid shall be set aside for the Care and Maintenance fund.
62. In the case of application being made by an Interment Rights Holder for a Monument Permit or Burial Permit for an Interment Right which has not heretofore been placed under the Care and Maintenance Fund, there shall be paid to the Treasurer the amount specified in the Price List for care and maintenance calculated on the classification on the Interment Right, of which the whole amount shall be set aside for Perpetual Care, as no such Monument Permit or Burial Permit shall be granted until such sum has been paid.
63. The purchase price of Interment Rights shall be as set forth in the Price List and shall include Care and Maintenance.

## **PART VIII INTERMENTS AND REMOVALS**

64. No burial other than that of the body or remains of a human being shall be permitted in any part of the Cemetery.
65. A burial permit issued by the Registrar General or equivalent document showing that the death has been registered and written consent of the rights holder(s), if placement is for someone other than the rights holder(s), must be provided to the Corporation before an interment or entombment may take place. A Certificate of Cremation or equivalent documents and written consent of the rights holder(s), if placement is for someone other than the rights holder(s), must be provided to the Corporation before entombment or interment of cremated remains may take place.
66. No interment shall be permitted on any lot or grave on which care and maintenance charges or the purchase price have not been paid.
67. Interment Rights Holders shall not allow interments to be made in any lot or grave for a remuneration.
68. No interment shall be permitted unless the death has been duly registered as required by law. A burial permit/certificate of cremation is required before an interment can be conducted.

69. The Corporation assumes no responsibilities for damages, should an interment be made 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.
70. In compliance with the Cemeteries Act (Revised), the Corporation reserves, and shall have the right to correct, any errors that may be made by it in the description, transfer or conveyance of any interment property, either by cancelling such conveyance and substituting any conveyance in lieu of other interment property of equal value and similar location as far as possible, or by refunding the amount of money paid on account of said purchase.
71. No interment shall be made unless it is made a sufficient depth to give a covering of at least 0.61 m (2') of earth over the outside cover or shell of the coffin or other receptacle.
72. No person other than an employee of the Cemetery shall open any grave for the purpose of burial or removal of a body.
73. No interment shall be made on a Sunday or a public holiday except on a doctor's certificate burial must be made within twenty-four hours of death in accordance with the regulations of the Ministry of Health for the control of communicable diseases, or unless prior arrangements have been made with the Corporation.
74. No interment shall be made unless twenty-four hours notice of application for interment has been made to the Administrator of the Corporation, Saturday and Sunday excepted.
75. Interments are permitted between the hours of nine o'clock in the forenoon and three-thirty in the afternoon on days permitted under this By-law.
76. No disinterment shall be made without the written consent of the local Medical Officer of Health and the owner of the lot or grave, except on an order from the Court or as provided with the requirements if the Cemeteries Act (Revised), and the regulations and the disinterment shall be conducted under the supervision of the Medical Officer of Health.
77. During a burial service, all work in the immediate vicinity shall cease.
78. Children under the age of twelve years shall not be admitted to the Cemetery except in the charge of an adult, who shall be responsible for their good conduct.
79. No horse, vehicle or motor vehicle shall be ridden or driven at a rate of speed greater than fifteen kilometres per hour, nor parked or left on the driveway so as to obstruct traffic, and whenever required, the person in charge thereof shall remove the same.
80. The owner of a horse, bicycle, vehicle or motor vehicle, as well as any person in charge thereof, shall be liable for any damage or injury caused or sustained by or through the same in the Cemetery in violation of any provisions of this By-law or of the Regulations.

81. No commercial vehicle except a hearse shall be allowed in the Cemetery unless making Deliveries of materials required for Cemetery purposes.
82. No picnic party shall be admitted to or be held in the Cemetery.
83. No dogs are permitted within the Cemetery, and no person shall bring any dog within the same.
84. No person shall write upon, mark, deface or injure any monument, fence, other structure, or any tree.
85. No person shall break, injure or interfere with any tree or shrub, or pick, injure or remove any flower, wild or cultivated.
86. No person shall carry or bring firearms within the Cemetery or discharge the same therein, except in connection with a military funeral.
87. No person shall pay any money to a Cemetery employee in reward for personal services or attention.
88. Any person disturbing the quiet or good order of the Cemetery by noise or other improper conduct, or who shall violate any of the By-laws or Regulations, shall be compelled to leave the grounds forthwith.

#### **PART IX IMPLEMENTATION**

89. This By-law shall take effect and come into force upon approval by the Ministry of Consumer and business Services for the Province of Ontario.

***Passed by Council March 15<sup>th</sup>, 2005.***