

## **By-law Number 24-01**

### **The Corporation of the Township of Clearview**

#### **Being a By-law to provide for Rules and Regulations for the care and control of cemeteries owned by the Township of Clearview**

(Cemetery By-law)

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**Whereas** the *Funeral, Burial and Cremation Services Act, 2002*, S.O. 2002, c.33 (the Act) which came into effect July 1, 2012, regulates the operation of cemeteries in Ontario;

**And Whereas** the Corporation of the Township of Clearview owns and operates several cemeteries;

**And Whereas** Council of the Corporation of the Township of Clearview deems it desirable to enact a by-law to regulate the operation, care and control of cemeteries owned and operated by the Corporation of the Township of Clearview; and

**And Whereas** public notice of Council's intention to pass this by-law was provided in accordance with the Act;

**Now Therefore** Council of the Corporation of the Township of Clearview hereby enacts as follows:

1. That the following schedules form part of this by-law:  
Schedule A – Rules and Regulations for the operation, care and control of municipally owned cemeteries  
Schedule B – Active and Inactive Cemeteries
2. That any current by-laws and any other by-laws or resolutions or parts of by-laws or resolutions relating to the rules and regulations for the operation, care and control of municipality owned cemeteries inconsistent with this by-law are hereby repealed.
3. That this By-law shall come into force and take effect on the date of approval of the Registrar appointed under the Act.
4. That all cemetery commissions/boards, as appointed from time to time by the Council of the Corporation of the Township of Clearview shall uphold the Bylaws and manage the cemetery in accordance aforementioned by-laws.

## **Rules and Regulations**

Regulations for the Operation of Clearview Township municipally  
owned cemeteries

These rules and regulations governing the cemeteries owned and operated by the Corporation of the Township of Clearview have been approved by Council and the Registrar, *Funeral, Burial and Cremation Services Act, 2002* (FBCSA), Bereavement Authority of Ontario.

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## Section A - Definitions

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**Act:** Means the Funeral, Burial & Cremation Services Act, 2002, S.O. 2002, c.33, including any provincial Regulations made pursuant to said Act, and specifically Ontario Regulation 30/11.

**Administrator:** Means the Cemetery Operator for the Township of Clearview.

**BAO:** Means the Bereavement Authority of Ontario.

**Burial/Interment:** Means the opening and closing of an in-ground lot or plot for the disposition of human remains or cremated human remains.

**By-laws:** Means the rules and regulations under which the Cemetery operates are as approved by the Council of the Corporation of the Township of Clearview.

**Care and Maintenance Fund:** Means a requirement under the FBCSA and O. Reg. 30/11 and 184/12 is that a prescribed amount or a percentage of the purchase price (excluding tax) of all interment and scattering rights sold, transferred, assigned or permitted; and prescribed amounts for monuments and markers, is contributed into the care and maintenance fund. Interest earned from this fund is used to provide care and maintenance of lots, plots, markers and monuments at the cemetery.

**Cemetery:** Means Land, owned and operated by the Corporation of the Township of Clearview, that has been established as a cemetery under the Act, a private Act or a predecessor of one of them that related to cemeteries, or land that was recognized by the Registrar as a cemetery under a predecessor of the Act that related to cemeteries and includes land that in the prescribed circumstances has been otherwise set aside for the interment of human remains and a mausoleum or Columbarium intended for the interment of human remains.

**Cemetery Operator:** Means the Township of Clearview which reserves full control over the cemetery operations and management of land within the cemetery ground or a contractor given delegated authority by the Township.

**Columbarium/Columbaria:** Means a structure designed for the interment of cremated human remains in sealed compartments.

**Commission:** Means the Cemetery Commission as appointed by the Council of the Corporation of the Township of Clearview from time to time. Commission also means Board.

**Contract:** Means all purchasers of interment rights, or other cemetery supplies and services must receive a copy of the contract they and the cemetery operator have signed detailing the obligations of both parties, and acknowledging receipt and acceptance of the cemetery by-laws, a copy of the Consumer Information Guide and the Price List.

**Corner Posts:** Means any stone or other land markers set flush with the surface of the ground and used to indicate the location of a lot or plot.

**Corporation:** Means the Corporation of the Township of Clearview.

**Council:** Means the Council of the Corporation of the Township of Clearview.

**Cremation in-ground Lot:** Means a single space in an area of land in the cemetery set aside for cremated remains only, including a space for a single marker.

**Crypt:** Means an individual compartment in a mausoleum for the entombment of human remains.

**Custodian:** Means the Cemetery Custodian as appointed/contracted by the Cemetery Operator.

**FBCSA:** Means the *Funeral, Burial and Cremation Services Act 2002*.

**Fees and Charges:** Means the list of cemetery fees and charges approved by Council.

**Foundation:** Means a concrete base which is required to be placed under all memorials.

**General Maintenance Account:** Means the account that has been set aside for maintenance of the Cemetery and for services rendered in connection with its operation.

**Grave:** (Also known as a Lot) means any in-ground burial space intended for the interment of a child, adult or cremated human remains.

**Interment Right:** Means the right to require or direct the interment of human remains or cremated human remains in a grave, lot, niche or crypt and to direct the associated memorialization.

**Interment Rights Certificate:** Means the document issued by the Custodian of the Cemetery to the purchaser once the interment rights have been paid in full, identifying ownership of the interment rights.

**Interment Rights Holder:** Means any person or persons designated to hold the right to inter human remains in a specified lot, and "Rights Holder" shall have the same meaning.

**Lot:** Means a single grave space.

**Marker:** Means any permanent memorial structure that is set flush and level with the ground and used to mark the location of a burial or lot.

**Mausoleum:** Means a building with places for entombment of remains above ground.

**Monument:** Means any permanent memorial projecting above the ground installed within the designated space to mark the location of a burial or lot.

**Niche:** Means an individual compartment in a columbarium for the entombment of cremated human remains.

**Pillowed Marker:** Means a sloped marker projecting above the ground and used to mark the location of a lot/plot.

**Plot:** For the purposes of the Cemetery By-Laws, a plot is a parcel of land, sold as a single unit, containing multiple lots.

**Pre-need supplies or services:** Means 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.

**Scattering:** Means the act of spreading of cremated remains over a designated area within a cemetery with the knowledge and permission of the cemetery operator and in keeping with the cemetery's by-laws.

**Scattering Rights Holder:** Means any person designated to hold the right to scatter cremated human remains in a specified lot or other designated area within the cemetery.

**Township:** Means the Corporation of the Township of Clearview.

**Transfer of Interment Rights:** Means an inter vivos (during lifetime) or postmortem (after death) transfer made without any consideration or receipt of funds for such transfer. Such transfer is to be distinguished from a re-sale which is prohibited except to the Cemetery Operator on the terms and conditions as herein forth set out.

## **Section B - General Information**

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### **Hours of Operation & Entry**

**Visitation Hours:** Dawn to Dusk

**Burial Hours:** Monday to Friday 9:00 a.m. to 4:30 p.m.  
Saturday 9:00 a.m. to 3:00 p.m.

The roadways in the cemetery are only maintained for scheduled interments during the winter months (which is generally November to April). Individual's entering the cemetery grounds during the winter months outside of an interment do so at their own risk.

The Township shall not be held liable for anyone entering the cemetery grounds outside of visitation hours, doing so is at the individual's own risk.

Entry into the cemetery shall be through the established entrance. No person shall enter the cemetery after dusk or before the dawn.

**Office Hours: Cemetery Operator – Township of Clearview**  
8:30 a.m. - 4:30 p.m. Monday to Friday  
(Excluding Statutory Holidays)  
Township Administration Centre  
217 Gideon Street, Stayner ON

## General Conduct

The Cemetery Operator reserves full control over the cemetery operations and management of land within the cemetery grounds. This also extends to any contractor the Township has entered into an agreement with to assist in the management and operations of the cemetery.

No person shall or cause to damage, destroy, remove or deface any property within the cemetery. No person may play any sport, commit a nuisance, discharge firearms except at a military funeral, and bring any dog or other animal, other than a working animal.

All visitors shall conduct themselves in a quiet manner that shall not disturb the cemetery grounds. Any person disturbing the peace, quiet and good order of the cemetery by noise or improper conduct, may be requested to leave the cemetery by the Cemetery Operator.

Children under the age of twelve (12) years must be accompanied by an adult when on the cemetery grounds. The accompanying adult shall be responsible for the child's conduct.

## By-law Amendments

The cemetery shall be governed by the Cemetery 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 amendments to the Cemetery By-law must be:

- Published once in a newspaper with general circulation in the locality in which the cemetery is located;
- Conspicuously posted on a sign at the entrance of the cemetery; and
- 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, the *Funeral, Burial and Cremation Services Act, 2002* (FBCSA) as amended, and the Bereavement Authority of Ontario (BAO).

The cemetery shall be governed by these by-laws and all procedures will comply with the FBCSA and O. Reg. 30/11 and 184/12, which may be amended periodically.

## **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, mausoleum crypt, 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 gross negligence of the Cemetery Operator.

## **Public Register**

Section 110 of O. Reg. 30/11, *Funeral, Burial and Cremation Services Act, 2002*, requires all cemeteries and crematoriums to maintain a public register that is available to the public during regular office hours.

## **Pets or Other Animals**

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

## **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.

## **Temporary Winter Storage**

Temporary storage during the winter months when burials cannot occur, may be made at the storage vault located at the Stayner Union Cemetery. Charges for the use of the vault are outlined in the cemetery fees and charges list.

## **Interments**

No winter interment shall take place between December 1<sup>st</sup> and April 1<sup>st</sup>, unless weather permits and such interment is approved, in writing, by the Cemetery Operator, with the exception of the Stayner Union Cemetery, which accepts year-round burials for an additional fee in accordance with the Fees and Charges By-law

If any Interment Rights have not been used after a ninety-nine (99) year period has passed, they may be considered abandoned. The Cemetery Operator may apply to the Registrar for a declaration that the Interment Rights are abandoned after making inquiries and giving reasonable notices to find the Interment Rights Holder or beneficiaries. Upon being satisfied that the rights are abandoned, the Registrar shall issue a declaration to that effect. If there is no appeal by the end of the appeal period, as stipulated by the Registrar or otherwise within thirty (3) days, the Cemetery Operator may resell the interment rights in question.

## **Section C – Sale of Interment Rights**

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Interment Rights to a lot, plot or niche may be purchased from the Cemetery Operator at the rate set out in the current Cemetery Fees and Charges and in accordance with approved plans. The prices for Interment Rights include the applicable portion for deposit into the Cemetery's Care and Maintenance Fund.

Mausoleums are not permitted in Township owned or operated cemeteries.

The purchase of supplies or services will be made directly through the Cemetery Operator.

A Funeral Director may, on behalf of a cemetery customer, make full payment for cemetery services and may accept full payment to the cemetery for services.

A monument company may submit and/or accept and submit payment payable to the Cemetery Operator for monument/marker care and maintenance, foundation and applicable staking fees.

All payments for Interment Rights shall be made to the Cemetery Operator.

The Cemetery Operator shall provide the following to the Interment Rights Holder upon full payment:

- 1) Interment Rights Certificate
- 2) Invoice marked paid
- 3) Copy of the Cemetery By-law and Rules and Regulations
- 4) Price List
- 5) Consumer Information Guide

Holders 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-law. No burial, entombment, 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 when payment has been made in full. The purchase of interment rights is not a purchase of real estate or real property.

## **Section D - Cancellation of Interment Rights**

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### **Cancellation 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.

If any portion of the interment rights has been exercised within the thirty (30) days, the purchaser is not entitled to cancel the interment rights.

### **Cancellation after 30 Day Cooling-Off Period**

Upon receiving written notice from the purchaser of the interment rights, the Cemetery Operator will determine if it will repurchase the interment rights and issue a refund to the purchaser for the amount paid for the interment, less the appropriate amount that is required to be deposited into the Care and Maintenance Fund, This refund will be made within thirty (30) days of receiving said written notice, if applicable. If the Interment Rights Certificate has been issued to the interment rights holder, the certificate must be returned to the Cemetery Operator along with the written notice of cancellation. Any services provided, such as the purchase of corner posts, will not be refunded.

If any portion of the interment rights has been exercised, the purchaser, or the interment rights holder are not entitled to cancel the contract or re-sell the interment rights, and no refund will be permitted.

### **Resale of Interment Rights after 30 Day Cooling-Off Period**

**All resales of Interment Rights must be carried out through the Cemetery Operator.**

Interment right holders must first offer the interment rights to the cemetery operator. If the cemetery operator does not wish to re-purchase the interment rights, the interment right may be sold onto a third party for 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 by-laws. An administration fee for the transfer will apply.

## **Section E – Transfer of Interment Rights**

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Interment rights may be transferred to another party. A transfer is different from a resale as no monies are exchanged for the ownership of the interment rights, except for the transfer administration fee payable to the Cemetery Operator. Such rights will be transferred through the Rights Holder(s) making an application to the Cemetery Operator by completing the transfer portion of the Interment Rights Certificate (or administrative form) and payment of the applicable fee as set out in the cemetery price list.

The Cemetery Operator will issue a new Interment Rights Certificate to the transferee.

In the case of a request received by the Cemetery Operator for transferring ownership of Interment Rights by reason of a bequest made in a validly executed Last Will and Testament, the Cemetery Operator reserves the right to require the production of a Notarial Copy and/or Court Certified Copy of the Last Will and Testament or a

Certificate of Appointment of Estate Trustee; or other evidence sufficient to prove the proper transmission of ownership on death of the rights holder.

Where the deceased Interment Rights Holder has left a Last Will and Testament containing a specific bequest of the Lot, a Notarial Copy and/or Court Certified Copy of the said Last Will and Testament or a Certificate of Appointment of Estate is required.

If the Will does not contain a specific bequest of the Lot, a request in writing from the Estate Trustee(s) for the transfer is required.

Where the Interment Rights Holder died Intestate, a request in writing from the Estate Trustee(s) or, if no Estate Trustee has been appointed, from all of the heirs-at-law.

Where the Interment Rights Holder wishes to transfer such rights during his or her lifetime, the Rights Holder shall so advise the Custodian, who may request reasonable proof that such transfer does not constitute a resale before effecting same.

All transfer of interment rights shall be subject to payment of the required Cemetery Fees & Charges as established from time to time, and compliance with all other provisions of the Cemetery By-Laws.

## **Section F – Interment of Remains (including cremated remains)**

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### **Requirements for Interment**

The following is required for an interment to take place:

1. Proof of ownership of the Certificate of Interment Rights, which can be:
  - a) A copy of the Certificate of Interment Rights; or
  - b) A sworn statement of ownership of the said certificate; or
  - c) An affidavit denoting legal representation or the power of attorney in lieu of ownership.
  
2. Burial Permit or Certificate of Cremation

Interment rights holder must provide written authorization prior to a burial, an entombment taking place. Should the interment rights holder be deceased, authorization to the satisfaction of the Cemetery Operator 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.

A burial permit issued by the Registrar General or equivalent document showing the death has been registered with the province must be provided to the Cemetery Operator's Office prior to a burial or entombment taking place. A Certificate of Cremation must be submitted to the Cemetery Operator's Office prior to the burial of cremated remains taking place.

In accordance with the FBCSA and O. Reg 30/11 and 184/12, 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 or entombment of human remains or cremated human remains.

Payment must be made to the Cemetery Operator before a burial can take place.

The Cemetery Operator shall be given 48 business hours of notice for each burial of human remains.

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

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

The Cemetery Operator reserves the right to designate a common scattering ground.

**Requirements for Disinterment**

Human remains may be disinterred from a lot provided that the 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 Operator's 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.

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).

**Allotted Interments per Grave and Niche**

The following are the approved interments allowed per grave and niche at the following cemeteries:

**Stayner Union Cemetery (excluding West Range), Dunedin Union Cemetery, Lavender Cemetery and Second Line Nottawasaga Cemetery**

Full Grave Lot	Maximum one casket; or one casket and three urns; or four urns
Cremation In-ground Lot	Maximum two urns
Columbarium Niche	Maximum two urns

**Stayner Union Cemetery (West Range)**

Full Grave Lot	Maximum one casket; or one casket and one urn; or two urns
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## **Section G - Markers and Monuments**

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

No monument or marker 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, and repair of same shall not be the responsibility of the Cemetery Operator.

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.

Memorials, monuments, markers, plaques etc. are owned by the Interment Rights Holder and the Cemetery Operator is not responsible for their loss or deterioration. These memorials should be protected by the Interment Rights Holder's own insurance coverage.

The Cemetery Operator reserves the right to determine the maximum size of monuments, number and location on each lot or plot. They must not be of a size that would interfere with any future interments.

All foundations for monuments shall be built by, or contracted to be built for, the Cemetery Operator at the expense of the Interment Rights Holder.

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 (at the cost to the cemetery)

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 Custodian.

A monument, private mausoleum or other structure shall be erected only after the specific design plans have been approved by the Cemetery Operator including: dimensions, material of structure, construction details, and proposed location.

In keeping with the Cemetery By-Laws only one monument shall be erected within the designated space of any lot.

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

The minimum thickness for an upright monument is 6 inches or 12 cm.

All monuments and markers shall be constructed of granite or bronze and permitted only in specific designated areas.

Minimum thickness of the dies shall be 6" (15.24 cm) and able to withstand the 200lbs of horizontal force applied anywhere on the monument without toppling.

All monuments will include a 20.32 cm (8") thick base with no less than 10.16 cm (4") of rocked finish from ground level, The top surface of the base must be both wider and longer than the die in order to provide a minimum border of 7.62cm (3") on the surface of the base exposed on all sides. No part of the die shall exceed the width of the base at any point,

Only the Family name (surname) plus a text inscription or picture on the back of a monument is permitted. No given names or dates are permitted.

<b>Single Lot: One monument allowed, including an 8" (20.32 cm) thick base</b>	
Height	96.5 cm (38") overall height maximum
Width	55.9 cm (24") maximum
Thickness of die	15.24 cm (6") maximum
Base	76.2 cm (30") maximum x 30.48 cm (12") minimum
<b>Double Plot: One monument allowed, including an 8" (20.32 cm) thick base</b>	
Height	121.92 cm (48") overall height maximum
Width	121.92 cm (48") maximum
Thickness of die	15.24 cm (6") maximum
Base	137.16 cm (54") maximum x 30.48 cm (12") minimum
<b>Triple Plot or greater: One monument allowed, including an 8" (20.32 cm) thick base</b>	
Height	147.32 cm (58") overall height maximum
Width	182.88 cm (72") maximum
Thickness of die	15.24 cm (6") maximum
Base	203.2 cm (80") maximum x 30.48 cm (12") minimum

No monument shall be delivered to the cemetery for installation until the monument foundation has been completed and the Interment Rights Holder(s) and or monument/marker retailer have been notified by the Cemetery Operator.

Markers of bronze or granite are permitted with size and quantity restrictions according to this by-law and the placement of such memorials shall not interfere with future interments. Below is the maximum size of markers for a full grave lot:

<b>Lot Size</b>	<b>Permitted Marker</b>	<b>Size</b>
<b>Single lot</b>	Maximum 1 marker	60.96 cm x 45.72 cm (24" x 18")
<b>Double lot</b>	Maximum 1 marker	106.68 cm x 45.72 cm (42" x 18")
<b>Triple lot or greater</b>	Maximum 1 marker	152.4 cm x 45.72 cm (60" x 18")
<b>Marker</b>	Maximum 1 per lot	30.45 cm x 15.24 cm (12" x 6")

Location of markers/monuments:

- One marker, centered, is permitted per single/double/triple lot O One monument is permitted to be centered on a single lot.
- One monument shall be centered between two lots and one monument shall be centered between three or more lots.
- One foot marker, centred at the foot of the lot, is permitted per lot that has an existing monument or marker
- All markers larger than 20" x 16" (50.8 cm x 40.64 cm) may be required to be set in concrete at the discretion of the Cemetery Operator.

Pillowed markers that are not horizontal to the ground shall not be permitted.

In any area within a cemetery which is designated as an area permitting markers only, no monument shall be placed except by specific permission in writing granted by the Cemetery Operator.

**Cremation In-ground Lot Memorialization**

For cremation in-ground lots, only one flat granite marker shall be permitted on each lot and are supplied and installed by the Cemetery Operator. The sale of the cremation in-ground lot includes the granite marker. The inscription on the marker is not included.

**Columbarium Niche Memorialization**

The sale of a columbarium niche includes one bronze plaque for memorialization, which is supplied and installed by the Cemetery Operator. No other memorialization will be permitted on a niche.

The inscription on the bronze plaque will consist of the names of the deceased, the year of birth and year of death, plus one description line. The Cemetery Operator reserves the right to limit the number of lines and number of characters per line. All description lines are to be pre-approved at the sole discretion of the Cemetery Operator. No fraternal or service club insignias will be approved for inscription on the bronze plaque.

No fraternal or service club insignias will be approved for inscription on any niche.

## **Section H - Care and Planting**

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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 may be provided through this fund include:

- Re-levelling and sodding or seeding of lots
- Maintenance of cemetery roads, sewer and water systems
- Maintenance of perimeter walls and fences
- Maintenance of cemetery landscaping
- Maintenance of mausoleum and 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.

Flower beds not exceeding 12" (30.48 cm) in distance from the monument and no greater than the width of the base of the monument shall be permitted in the upright monument areas only (not in the cremation in-ground lot area). Raised borders of any material are not permitted. The cemetery operator reserves the right to remove unmaintained or overgrown plants and shrubs without notification or compensation.

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

Artificial flowers and wreaths may be placed and remain on graves only from the first day of October to the first day of May. One artificial wreath or one artificial flower arrangement shall be permitted for any single lot, and no more than two on any other plots. If such decorations are not removed by the first day of May, they shall be considered abandoned and may be disposed of by Cemetery staff.

The planting of shrubs will be permitted upon written request to the Cemetery Operator, on each side of the monument, within the lot line, on the condition that the shrubs be controlled and trimmed so as not to obstruct the neighbouring monuments and grounds maintenance. Should these conditions not be respected, the shrubs will be removed by the Cemetery Operator without notice.

All grading, sodding, seeding, top-dressing, fertilizing, covering of graves and planting of trees and shrubs shall be done by the Cemetery Operator.

Rose bushes, containers and ornaments of glass, pottery and metal, corrosive metals, loose stones, sharp objects, trellises, arches or individual benches are not permitted to ensure safe condition of the cemetery grounds.

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

## **Section I - Columbarium**

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Payment shall be made to the Cemetery Operator before an interment may take place.

Only the Cemetery Operator may open and seal niches for interments. This applies to the inside sealer and the niche front.

To ensure quality control, desired uniformity and standard workmanship, the cemetery reserves the right to inscribe and install the plaque onto the niche fronts.

External decorations (floral tributes, ornaments, etc.) are not permitted on the outer wall, niche or near the columbarium. No photograph cases will be allowed to be attached to the niche. The Cemetery Operator reserves the right to remove any external decorations without notice.

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

The cremated remains of not more than two (2) persons shall be entombed in any niche.

The cremated remains must be placed within a suitable container that will fit into the niche space assigned. The Cemetery Operator may refuse to place any unsuitable and/or oversized container into a niche space.

The inside dimensions of the niches are according to the diagram provided at time of purchase.

The niches will be sold according to the numbering system shown on the diagram provided at time of purchase.

The opening and closing charge shall be as shown on the Cemetery Fees & Charges.

The applicable contribution amount as regulated under the FBCSA shall be placed in the Care and Maintenance Fund for the cemetery.

## **Section J - Contractor/Monument Dealers**

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Any contract work to be performed within the cemetery requires the written pre-approval of the Interment Rights Holder and the Cemetery Operator before the work may begin. Pre-approval includes, but is not limited to: landscaping, delivery of monuments and markers, foundations, inscriptions, designs, drawings, plans and detailed specification relating to the work, proof of all applicable government approvals and permits, and the location of the work to be performed.

It is the responsibility of all contractors to report to the Cemetery Operator and provide the necessary approvals before commencing work at any location on the cemetery property.

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 \$2,000,000.00 (two million dollars)
- Understanding of AODA legislation and Accessible Customer Service training

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

Contractors, monument dealers and suppliers shall not enter the cemetery to perform work on weekdays after 6:00 p.m., on weekends or statutory holidays, unless approval has been granted by the Cemetery Operator.

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

Contractors shall temporarily cease all operations if they are working within 100 meters of a funeral until the conclusion of the services. The Cemetery Operator 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 burials lots and paths over which heavy materials are to be moved in order to protect the surface from damage.

**By-law Number 24-01 read a first, second and third time and finally passed this 15<sup>th</sup> day of January, 2024.**

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Douglas Measures, Mayor

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Sasha Helmkey, Director of Legislative Services/Clerk

Approval Date of Registrar:

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**Active and Inactive Cemeteries**  
**Owned by the Township of Clearview**

<b>Name</b>	<b>Address</b>	<b>Status</b>
Stayner Union Cemetery	7661 Hwy 26	Active
Lavendar Cemetery	827103 Mulmur/Nottawasaga Townline	Active
Second Line Nottawasaga Cemetery	2279 County Road 42	Active
Dunedin Union Cemetery	9 Turkeyroost Lane	Active
Duntroon Pioneer Cemetery	2870 County Road 124	Inactive
Zion Presbyterian Church Cemetery	12358 County Rd. 10	Inactive
Bethel Union Cemetery	2249 Creemore Ave	Inactive
Old Zion Presbyterian Church Cemetery	6130 Hwy 26	Inactive
Batteau Hill Cemetery	2670 County Rd 124	Inactive