

**THE CORPORATION OF THE  
TOWNSHIP OF CLEARVIEW**

**BY-LAW NO. 15-64**

**A BY-LAW TO PROVIDE FOR RULES AND REGULATIONS  
FOR THE CARE AND CONTROL OF CEMETERIES OWNED BY  
THE TOWNSHIP OF CLEARVIEW**

WHEREAS the *Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, c.33* (the "Act"), which comes into effect July 1<sup>st</sup>, 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

WHEREAS public notice of Council's intention to pass this By-Law was provided in accordance with the Act;

NOW THEREFORE the 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 – Regulate the operation, care and control of cemeteries

Schedule B – Active and Inactive cemeteries

Schedule C – Price List

2. THAT any current by-laws and any other by-laws or resolutions or parts of bylaws 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for the operation, care and control of municipality owned cemeteries inconsistent with this by-law are hereby repealed.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 By-laws and manage the cemetery in accordance aforementioned by-laws.


**BY-LAW 15-64 READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 10<sup>TH</sup> DAY OF AUGUST 2015.**

  
 \_\_\_\_\_  
 MAYOR/COUNTY COUNCILLOR

  
 \_\_\_\_\_  
 DIRECTOR OF LEGISLATIVE SERVICES/CLERK

Approval Date of Registrar

\_\_\_\_\_

 Ontario	Ministry of Government Services Cemeteries Regulation	Ministère des Services gouvernementaux Réglementation des cimetières
<b>APPROVED</b> In accordance with the regulations under The Cemeteries Act.		<b>APPROUVE</b> conformément aux règlements afférents à la Loi sur les cimetières.
Date of Approval / Date de l'approbation: <u>January 12, 2016</u>		
File No. of Cemetery / Numéro de fiche du cimetière: _____		
By: _____ For: <u>he shells</u>		

**SCHEDULE "A"**  
**BY-LAW 15 - 64**

**Regulations for the Operation of  
Clearview Township municipally owned cemeteries**

These rules and regulations governing cemeteries owned and operated by the Corporation of the Township of Clearview have been approved by Council and the Registrar of Cemeteries, FBCSA, Cemeteries and Crematoriums Regulations Unit, Bereavement Authority of Ontario (BAO).

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## **A. DEFINITIONS**

**Act:** 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:** The Commission as appointed by the Council of the Corporation of the Township of Clearview. "Commission" also means "Board"

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

**Cemetery By-Laws:** This By-Law and any amendments hereto under which a Cemetery operates are as approved by the Council of the Corporation of the Township of Clearview.

**Care and Maintenance Fund:** The trust fund in which all monies received by the Commission/Board for perpetual care of Lots and Markers has been invested. Interest earned from this fund is used to provide care and maintenance of Lots and Markers at the Cemetery.

**Cemetery:** 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:** The Corporation of the Township of Clearview which reserves full control over the cemetery operations and management of land within the cemetery grounds and delegates this authority to the Commission/Board.

**Commission:** 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:** For purposes of the Cemetery By-Laws, all purchasers of interment rights must sign a contract with the Cemetery, detailing obligations of both parties and acceptance of the Cemetery By-Laws. Contract shall mean the interment rights contract.

**Corner Posts:** Shall mean 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:** The Corporation of the Township of Clearview.

**Council:** means the Council of The Corporation of the Township of Clearview.

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

**Custodian:** Cemetery Custodian as appointed from time to time by the Commission/Board.

**Fees & Charges:** The list of Cemetery Fees & Charges established by the Commission Board and approved by Council.

**General Maintenance Account:** 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 Lot); any in ground burial space intended for the interment of a child, adult or cremated human remains.

**Interment Right:** The rights 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:** 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:** 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:** For the purposes of these rules and regulations a lot is a single grave space.

**Lot – Cremation Gardens:** An area of land in the Cemetery set aside in the Cremation Gardens to contain human remains including space for a marker.

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

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

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

**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:** 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:** Shall mean 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:** Any person designated to hold the right to scatter cremated human remains in a specified lot or other designated area within the cemetery.

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

**Transfer of Interment Rights:** An *inter vivos* (during lifetime) or *post mortem* (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 hereinafter set out.

## **B. GENERAL INFORMATION**

### **Hours of Operation:**

Visitation Hours:	Dawn to Dusk
Burial Hours: Monday to Friday	9:00 a.m. – 4:30 p.m.
Saturday	9:00 a.m. – 4 p.m.

Children under the age of 12 must be accompanied by an adult who will be responsible for their conduct.

### **General Conduct:**

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

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 must conduct themselves in a quiet manner and shall not disturb any service being held.

### **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 By-Law amendments must be:

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

All By-Laws and By-Law amendments are subject to the approval of the Registrar, Cemeteries and Crematoriums Regulation Unit and Bereavement Authority of Ontario (BAO).



**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 save and except for direct loss or damage caused by gross negligence of the cemetery.

**Public Register:**

Provincial legislation – Section 110 of Ontario Regulation 30/11 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 Operator has the right at any time to re-survey, enlarge, diminish, replot, 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.

**Notice of Resale and Transfer of Interment:**

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.

**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 Custodian.

If any Interment Rights have not been used after a ninety-nine 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 (30) days, the Cemetery Operator may resell the interment rights in question.

### **C. SALE OF INTERMENT RIGHTS**

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

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 at the time of need and may accept full payment for the services.

A monument company may submit and or accept and submit payment payable to the cemetery operator for monument/marker care and maintenance.

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

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

- a) Interment Rights Certificate
- b) Invoice marked paid
- c) Copy of the Cemetery By-Law & Rules & Regulations
- d) Price list
- e) Consumer Information Guide to Funeral, Burials and Cremation Services

## **D. CANCELLATION OR RESALE OF INTERMENT RIGHTS**

Purchasers of interment rights acquire only the right to direct the burial of human remains and the installation of monuments, markers and inscriptions, subject to the conditions set out in the Cemetery By-Laws. No burial, entombment, or installation of any monument, marker, inscription, or memorialisation 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.

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

- A purchaser has the right to cancel an interment rights contract within thirty (30) days of signing the interment rights contract, by providing written notice of the cancellation to the Cemetery Operator. The Cemetery Operator will refund all monies paid by the purchaser within thirty (30) days from the date of the request for cancellation.

### **Cancellation of Interment Rights after the 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.

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

- The interment rights holder requesting the resale of the rights must return the Interment Rights Certificate to the Cemetery Operator and the interment rights holder must endorse a Resale Endorsement of Interment Right or Scattering Rights Certificate, transferring all rights, title and interest back to the Cemetery Commission/Board. The appropriate paperwork must be completed before the Cemetery Operator reimburses the rights holder.
- In the case of a request received by the Custodian for transmission of ownership by 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.

## **E. BURIAL OR SCATTERING OF CREMATED REMAINS**

- Interment rights holder must provide written authorization prior to a burial, scattering, or an entombment taking place. Should the interment rights holder be deceased, authorization to the satisfaction of the Custodian 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 Act 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.
- 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).
- No more than one casket shall be interred in a single grave.

- No more than three cremated remain interments shall be permitted with one casket in a single grave.
- No more than four cremated remain interments shall be permitted in a single grave.

## **F. MEMORIALIZATION Monuments & Markers**

- 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 the 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 assume no liability for the loss or, or damage to, any monument, marker or other structure, or part thereof.
- 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 Commission/Board.
- 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 10.16cm (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.
- Family name (surname) plus a text inscription or picture on the back of a monument. No names or dates.

The size of one monument allowed on a single lot, including a 20.32 cm (8") thick base, is:

Height: 96.5 cm (38") overall height - maximum  
 Width: 55.9 cm (24") maximum  
 Thickness of die: 15.2 cm (6") minimum  
 Base: 76.2 cm (30") maximum x 35.56 cm (12") minimum

The size of one monument allowed on a double plot, including a 20.32 cm (8") thick base, is:

Height: 102 cm (48") overall height - maximum  
 Width: 121.9 cm (48") maximum  
 Thickness of die: 15.2 cm (6") minimum  
 Base: 137.16 cm (54") maximum x 35.56 cm (12") - minimum

The size of one monument allowed on a triple plot (or greater), including a 20.32 cm (8") thick base, is:

Height: 147.3 cm (58") overall height - maximum  
 Width: 182.9 cm (72") maximum  
 Thickness of die: 15.2 cm (6") minimum  
 Base: 203.2 cm (80") maximum x 40.6 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 and or monument retailer have been notified by the Cemetery Operator.

- Markers of granite or bronze are permitted with size and quantity restrictions according to Cemetery By-Laws and the placement of such memorials shall not interfere with future interments.

Single lot      maximum 1 marker      - 24" x 18" (60.92 cm x 45.72 cm)  
 Double lot     maximum 1 marker      - 42" x 18" (106.68 cm x 45.72 cm)  
 Triple lot     maximum 1 marker - 60" x 18" (152.4 cm x 45.72 cm)  
 Foot Marker maximum 1 per lot - 12" x 6" (30.48 cm x 15.24 cm)

**Cremation Gardens lot**

Marker Provided    - 20" x 16" (50.8 cm x 40.64 cm)

**Location of markers/monuments:**

- One marker, centered, is permitted per single/double/triple lot □ One monument is permitted to be centered on a single lot.
- One monument shall be centered between two lots and one monument shall 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) shall be required to be set in concrete.

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 Commission/Board.

## **G. CARE AND PLANTING**

A portion of the price of interment rights is trusted into the Care and Maintenance Fund. The income generated from this fund is used to maintain, secure and preserve the Cemetery grounds. Services that 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. Raised borders of any material are not permitted.
  
- 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.

## **H. ITEMS THAT ARE PROHIBITED AND PERMITTED**

The Cemetery Operator reserves the right to regulate the articles placed on lots or plots which may pose a threat to the safety of all interment rights holders, visitors to the cemetery and cemetery employees, or which prevent the cemetery from performing general cemetery operations, or which are not in keeping with the respect and dignity of the cemetery.

Prohibited articles include non-heat resistant glass, ceramics, corrosive metals, loose stones, sharp objects, trellises, arches or benches, will be removed and disposed of without notification or compensation.

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.

## **I. COLUMBARIUM (If Applicable)**

Payment must 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 of workmanship, the Cemetery Operator reserves the right to inscribe all niche fronts.

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.

### Niche Inscription:

The engraving of the niche door shall be uniform and supplied and installed by the Cemetery Operator, and the cost is included in the selling price of the niche.

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

The inscription will consist of the names of the deceased, the year of birth and year of death, plus descriptions lines. The cemetery reserves the right to limit the number of lines and number of characters per line, based on the size of the niche plate. All description lines are to be pre-approved at the sole discretion of the Cemetery Operator.

No external decoration will be allowed on the wall of or near the Columbarium and no photograph cases will be allowed to be attached to the niche.

The Niches inside dimensions are according to the diagram provided.

The Niches will be sold according to the numbering system shown on the diagram provided.

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

Fifteen percent (15%) of the selling price shall be placed in the Care and Maintenance Fund of the cemetery.

The interment and/or disinterment of cremated remains are restricted between December 15<sup>th</sup> and April 1<sup>st</sup> or at the discretion of the Cemetery Operator.

## **J. MAUSOLEUM (If Applicable)**

Full payment must be made to the Cemetery Operator before an entombment may take place.

Only the Cemetery Operator may open and seal crypts for entombments. This applies to the inside sealer and the crypt front.

To ensure quality control, desired uniformity and standard of workmanship, the Cemetery Operator reserves the right to inscribe all crypt fronts.

Photographs are permitted and must conform to the design, material and standards of the building.

- Mausoleums will be constructed of solid granite only.
- Inscriptions will be made directly into the granite crypt face and on the front only.
- Family name may be inscribed on the back of the Mausoleum. Inscriptions are not permitted on the sides.
- Mausoleums will be purchased from a Monument Company and be privately owned, centered upon the required number of lots as purchased from the Cemetery Operator to accommodate the Mausoleum, with the required spacing. (2 person upright crypts require 2 lots; 2 person side by side crypts require 3 lots; 3 person side by side vault requires 4 lots, etc.)
- Mausoleums will be no higher than the height required for two crypts, one on top of the other.
- Mausoleums may be as wide as required to accommodate the required number of crypts.
- Mausoleums may have one Cross no higher than 24 inches, centered on the top.
- The Cemetery Operator must provide the monument company with approval for the height, width, design and location of all Mausoleums.
- Mausoleums must be set on a concrete foundation purchased and supplied by the Monument Company.
- The required lots will be purchased in the designated Mausoleum area, at the current Cemetery Fees & Charges, from the Cemetery Operator.

- Care & Maintenance Fund – Prior to installation of a mausoleum, the purchaser will pay to the Township, the Province of Ontario’s prescribed care and maintenance amount based on the total cost of the mausoleum - 20% or \$500.00, whichever is greater. (taxes excluded)
- Attached vase(s) will be the only external decoration permitted provided there is a granite front step that forms part of the base and is within the footage of the lots purchased.
- No trees, shrubs, plants, decorations, statutory etc. will be permitted around a Mausoleum.
- Mausoleums may be placed in the Mausoleum designated area only of the Cemetery.
- The Cemetery Custodian maintains the right to require that the first interment will be in the bottom vault.
- Only one interment per crypt is permitted.
- The opening and closing charge shall be as shown on the Cemetery Fees & Charges. This fee and charge is subject to change.
- No interment and/or disinterment is permitted during the period between December 1<sup>st</sup> and April 1<sup>st</sup>, unless weather permits and/or at the discretion of the Cemetery Custodian.
- Hydro is not available to a Mausoleum.

## **K. CONTRACTOR/MONUMENT DEALERS**

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

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

- WSIB coverage
- Occupational Health and Safety compliance standards
- Environmental Protection
- WHMIS
- Evidence of liability insurance of not less than \$2,000,000.00  
(Two million dollars)

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 after 6:00 p.m., 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 service. 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 burial lots and paths over which heavy materials are to be moved in order to protect the surface from damage.



**SCHEDULE "A"**  
**BY-LAW 15-64**

**ACTIVE AND INACTIVE CEMETERIES**

**ACTIVE**

Stayner Union Cemetery (7661 Hwy #26)

Lavender Cemetery (827103 Mulmur/Nottawasaga Townline)

Second Line Nottawasaga Cemetery (2279 County Road 42)

**INACTIVE**

Duntroon Pioneer Cemetery (2870 County Road 124)

Zion Presbyterian Church Cemetery (12358 County Rd. 10)

Bethel (Sunnidale Union Cemetery) (2249 Creemore Ave.)

Old Zion Presbyterian Church Cemetery (6130 Hwy #26)

Batteau Hill Cemetery (2670 County Rd 124)

**Schedule "B" By-Law  
15-64**

**STAYNER UNION CEMETERY  
SECOND LINE NOTTAWASAGA CEMETERY**

**STAYNER UNION CEMETERY  
7661 Highway 26, Stayner, Clearview Township, Ontario**

Cemetery Custodian – Harvey Currie 705-445-4189

The Corporation of the Township of Clearview  
217 Gideon Street, Box 200  
Stayner, Ontario L0M 1S0

**CEMETERY FEES AND CHARGES**

**All Charges are applicable to the Harmonized Sales Tax unless otherwise noted**

Effective May 1, 2015

**INTERMENT RIGHTS**

FULL LOT: 1 m x 3 m (39.37 "x 118.1") ( 1 casket burial plus 3 urns OR 4 urn burials)	Lot (includes 40% care and maintenance of \$260.00)	\$ 650.00
CORNER POSTS: 15.24 x 15.24 x 10.16 cm 6" x 6" x 4" granite	4 corner posts Installation	\$ 125.00 \$ 50.00
CREMATION LOT: 30 cm x 30 cm (11.81" x11.81") ( 2 urn burials per lot maximum)	Lot and Granite Marker (includes 40% care and maintenance of \$150.00 plus \$ 50.00 for monument care and maintenance)	\$ 700.00

**BURIAL FEES**

FULL	Casket burial	\$ 600.00
URN	Cremation burial	\$ 250.00
Includes custodian and administrative fees		

**BURIAL SURCHARGES**

WEEKDAYS – After 3:30 p.m. No burials after 4:30 p.m.	Full or cremation burials	\$ 200.00
SATURDAY – Anytime before 3 p.m. No burials after 3 p.m.	Full or cremation burials	\$ 200.00
WINTER SURCHARGE – Dec 1 to April 1	Full burial	\$ 300.00
At the discretion of the custodian	Cremation burial	\$ 150.00

**USE OF WINTER VAULT**

All Caskets must be removed from the vault by May 31st

INTERMENT RIGHTS HOLDER	No Charge
NON-INTERMENT RIGHTS HOLDER	\$ 100.00

**DISINTERMENT FEES**

FULL LOT	Casket in concrete vault	\$ 750.00
	Casket in wood rough box or none	\$ 1,200.00
CREMATION	Urn from cremation or full lot	\$ 250.00

**CANCELLATION FEES**

PRIOR TO 30 DAYS	No services provided	FULL REFUND
AFTER 30 DAYS	No services provided	10% of cost of contract/ max.of \$350.00
SERVICES PROVIDED		NO REFUND

TRANSFER OF INTERMENT RIGHTS	Processing fee	\$ 100.00
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**MONUMENT FOUNDATIONS**

To be submitted by monument dealer at time of order

FLAT MARKERS	If required to set in concrete	\$ 250.00
UPRIGHT MONUMENTS	up to 42 " long	\$ 450.00
	43" to 48"	\$ 475.00
	49" to 54"	\$ 500.00
	55" to 60"	\$ 525.00
	61" to 72"	\$ 575.00

**CARE AND MAINTENANCE FEES**

To be submitted by monument dealer prior to installation

MONUMENTS	Less than 4 feet in length or height	\$ 100.00
	Greater than 4 feet in length or height	\$ 200.00

**FLAT MARKERS**

Less than 173 square inches

\$ 0.00

Greater than 173 square inches

\$ 50.00

**MEMORIAL TREE PLANTING**

**The Stayner Union Cemetery Commission invites family and friends to memorialize by arranging to plant a tree at the cemetery. Various pricing based upon caliper and species of tree**

