



MUNICIPALITY OF
ARRAN-ELDERSLIE

Cemetery By-law

The Municipality of Arran-Elderslie



BY-LAW NO. 69-2026

**A BY-LAW RESPECTING CEMETERY SERVICES IN THE MUNICIPALITY
OF ARRAN-ELDERSLIE**

Cemetery By-laws

These by-laws are the rules that govern the operations of all cemeteries owned, operated, managed, or maintained by The Municipality of Arran-Elderslie, as presented in Schedule A – Municipal Cemeteries Inventory. They are in compliance with the Funeral, Interment and Cremation Services Act, 2002 (FBCSA), Ontario Regulation 30/11 (O. Reg. 30/11) and Ontario Regulation 184/12 (O. Reg. 184/12), and have been approved by the Registrar, FBCSA, Bereavement Authority of Ontario (BAO) (“the Registrar”).

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1. DEFINITIONS

Act: shall mean the Funeral, Interment and Cremation Services Act, 2002 (FBCSA), (originally the Cemeteries Act (Revised), R.S.O. 1990, c. C.4), as amended, and the regulations thereto.

By-law: The rules under which the cemetery operates.

Care and Maintenance Fund: The FBCSA, O. Reg. 30/11 and O. Reg. 184/12 require that an amount of money, that is the greater of a minimum prescribed amount and a percentage of the purchase price (excluding tax) of all interment and scattering rights sold, transferred or assigned; and prescribed amounts for monuments and markers, be contributed into the operator's care and maintenance trust fund. If no scattering rights are sold but scattering is permitted, a prescribed minimum amount must be contributed to the fund when the scattering is conducted. Interest earned from this Care and Maintenance Fund is used to cover the costs of care and maintenance of the cemetery, including markers and monuments, in perpetuity.

Cemetery: shall mean land(s) set aside within the boundaries of the Municipality of Arran-Elderslie and approved for the interment of human remains as set out in Schedule "A" to this By-law.

Cemetery Services: means services provided by the Cemetery Supervisor, Cemetery Coordinator, or Cemetery Staff in respect of the interment of human remains or cremated human remains at a cemetery and includes such services as may be prescribed.

Columbarium: means a structure designed for the purpose of interring cremated human remains in niches or compartments.

Contract: A written contract between the Cemetery Coordinator and the purchaser of interment rights or other cemetery supplies and services. Purchasers shall receive a copy of the signed contract detailing the obligations of both parties and acknowledging 1. Receipt of the cemetery by-laws, 2. A copy of the BAO's publication *A Guide to Death Care in Ontario* ("Consumer Information Guide") and 3. The operator's current price list.

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

Cremated Remains: Means all recoverable ashes and bone fragments of a dead human body that remain after cremation in a crematorium. Bone fragments are mechanically processed to reduce the particle size.

Deed: See **Interment Rights Certificate**.

Grave: See **Lot**.

Interment: The opening of a lot and then the placing human remains, or cremated human remains in that lot, followed by closing the lot. The lot may be a grave in the ground or a niche in a columbarium.

Interment Right: The right to require or direct the interment or disinterment of human remains or cremated human remains in a grave, lot, niche and to authorize the installation and inscriptions of a monument or marker.

Interment Rights Certificate: The document issued by the Cemetery Coordinator to the purchaser once the interment rights to a specific lot have been paid in full, identifying ownership and authority over those specific interment rights.

Interment Rights Holder: The person(s) authorized or entitled to authorize the interment of human remains in a specified lot. They may be the person named in the Interment Rights Certificate or such other person to whom the rights have been assigned.

Liner: shall mean an outer container constructed of pre-cast concrete, pre-molded fiberglass or other acceptable material designed to hold one adult-sized casket. Such container may have an unsealed top that is comprised of one or more sections. Such container shall be set at the bottom of an excavated interment space.

Lot: An area of land in a cemetery containing, or set aside to contain, interred human remains and includes an in-ground grave, a compartment in a niche or compartment in a columbarium and any other similar facility or receptacle.

Marker: Any permanent memorial structure – upright monument, flat marker, plaque, headstone, cornerstone or other structure or ornament affixed or intended to be affixed to an interment lot, columbarium niche or other structure or place intended for the deposit of human remains and may be used to indicate the location of an interment.

Monument: See **Marker**.

Mortuary: A building where human remains are stored in the winter until ground conditions allow for burial.

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

Opening and Closing Fee: The fee charged by the Cemetery Coordinator to excavate a grave for an interment and then refill the grave, or to open and re-seal a niche for the entombment of a casket or urn with cremated remains.

Plan: means the geographic plan/map of the cemetery, as approved and filed by/with the Bereavement Authority of Ontario (BAO).

Plinth: means the base or platform upon which a column, pedestal, statue, monument, or structure rests. In the Cemetery, it is usually placed under the "Marker" allowing for further names or information to be recorded at that grave site. Often used to record names of cremated family members buried in the family plot.

Plot: two or more lots in respect of which the rights to inter/bury have been sold as a unit.

Pre-Installation Review: shall mean written permission that must be obtained from the cemetery prior to the start of any planting, marker and/or marker foundation installation or other work on a lot or plot. Such permission shall be granted where the proposed work or installation conforms to this By-law and the appropriate fee(s) has been paid and there are no outstanding charges against that lot or plot.

Register: means electronic or written records maintained by the Municipality of Arran-Elderslie in accordance with the Act.

Regulation: the Ontario Regulation 30/11, made under the Funeral Burial and Cremation Services Act, 2002 law to govern the operation of cemeteries.

Regular Cremation Lot (Hillcrest Cemetery Only): shall mean an area not less than 910 mm X 910 mm (3 ft. X 2 ft.) in horizontal dimensions specifically designated for the interment of cremated remains. A maximum of two (2) containers of cremated remains may be interred in such a lot. Only one (1) flat marker may be installed on such a lot as per Schedule B.

Schedule of Fees: means the fees and charges as set out from time to time by the Municipality of Arran-Elderslie.

Transfer: means to make a gift, bequest, or other transfer of an Interment Right without financial consideration. This transfer can only be done between:

- Spouses
- Children

- Grandchildren
- Daughter in-law/Son in-law

All other parties will be considered a third party which is prohibited by this by-law.

Vault: a vault is an outer interment container designed to enclose a single adult-sized casket. It is typically constructed from pre-cast concrete, molded fiberglass, or other durable, approved materials. The vault is placed at the bottom of an excavated interment space and features a sealed lid, which may consist of one or more sections, to provide structural integrity and protection.

2. GENERAL INFORMATION

Municipality of Arran Elderslie
1925 Bruce Road 10, Box 70
Chesley ON, N0G 1L0
Phone: 519-363-3039
Email: info@arran-elderslie.ca

2.1 Hours of Operation:

Visitation Hours: Daylight hours

Office Hours: Monday to Friday 8:30 am – 4:30 pm at the Municipal Office

Interment Hours: Monday to Thursday 9:00 a.m. – 4:00 p.m.; Friday 9:00am - 12:00 pm

After 4:00 p.m. Monday - Thursday or after 12:00pm Friday or Saturday requires special arrangements.

No interments shall take place on Sundays or a statutory holidays.

All interments must be scheduled to allow sufficient time for the burial to be completed and the burial space to be fully backfilled, secured, and restored prior to the end of the applicable interment hours. No burial space shall remain open beyond the prescribed interment hours unless otherwise authorized by the Cemetery Coordinator and/or Public Works Foreman(s).

Exceptions for interments outside of regular interment hours may be considered and are subject to additional after-hours charges. Where an interment extends beyond the prescribed interment hours, any additional staff time, equipment costs, or after-hours charges incurred by the Municipality may be billed to the funeral establishment or person(s) responsible for the interment.

Interments will be permitted from May 1 to October 31, provided ground conditions are suitable. The Cemetery Coordinator and/or Public Works Foreman(s) may postpone an interment request during this period where ground, weather, or site conditions may adversely affect the safety of cemetery operations or the integrity of the cemetery grounds. Interments outside this period may occur only if

ground conditions are deemed suitable at the discretion of the Cemetery Coordinator and/or Public Works Foreman(s).

Cemetery Staff shall be in attendance at each interment or disinterment and shall perform all interments, disinterments, and niche openings and closures.

2.2 Seasonal Restrictions:

The interment of all whole remains held in storage shall take place at a time jointly determined by the Public Works Foreman(s) and the Funeral Director responsible. All such remains must be removed from storage and interred no later than May 31st of the following spring.

2.3 Late Funeral Arrivals:

Funerals arriving at the cemetery at a time that would require cemetery staff or contractors to work beyond their regular hours shall be subject to additional fees as outlined in the Fees and Services By-law. Responsibility for payment of these charges shall rest with the Funeral Director providing the service or the executor of the estate of the Interment Rights Holder.

2.4 General Conduct:

The Cemetery Coordinator reserves full control over the cemetery operations and management of land, buildings, plantings, roads, utilities, books and records of the cemetery and complete authority to administer these by-laws in accordance with the Act.

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

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

2.5 Protection of Property

The Cemetery shall take reasonable precautions to protect the property of Interment Right Holders but shall assume no liability or responsibility for the loss of, damage to, or any resulting injury from any article of any type that is placed or left on any lot.

2.6 Loss/Damage

The Municipality will not be held liable for any loss or damage, without limitation (including damage by the elements, Acts of Nature, 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.

2.7 Errors

The Municipality reserves the right, at its cost, to correct any error that may be made by it in making interments, in the description of the Lot, or the transfer or conveyance of any Interment Rights. The Cemetery Coordinator may, at its sole discretion, either cancel such grant and substitute other Interment Rights or Lot of equal value and similar location, as far as is reasonably possible, or refund all money paid on account of such purchase. Notice will be given to the Interment Rights Holders by mailing said Notice by prepaid, first class mail to the Rights Holder or their legal representatives, at the last address of the rights holder recorded in the register of the Cemetery. In the event any such error may involve the disinterment of remains, the Cemetery Coordinator shall first obtain the approval of any regulatory authority and the Interment Rights Holder, when possible

2.8 Right to Re-Survey:

The Cemetery has the right at any time to re-survey, enlarge, alter, re-plot, change or remove plantings, grade, pathways or roads or any part of the cemetery, subject to approval of the appropriate authorities and consent from the Registrar, FBCSA, BAO, where necessary.

2.9 By Law Amendments:

The Cemetery shall be governed by these by-laws and all procedures will comply with the Funeral Burial and Cremation Services Act, 2002 and Ontario Regulation 30/11 and 184/12, which may be amended periodically.

All by-laws and by-law amendments are subject to the approval of the Registrar, FBCSA, BAO and do not come into force until approval is received.

By Law amendments shall be:

- i. Published once in a newspaper with general circulation in the Municipality.
- ii. Conspicuously posted on a sign at the entrance of the cemetery. And,
- iii. Delivered to each supplier of markers who has delivered a marker to the cemetery during the previous year if the amendment pertains to markers or their installation.

All by-laws and by-law amendments are subject to the approval of the Council of the Municipality of Arran-Elderslie, and the Registrar of the Bereavement Authority of Ontario (BAO).

2.10 Public Register:

In accordance with Section 110 of Ontario Regulation 30/11, a public register will be available to the public during regular office hours.

To ensure accuracy of the Register, no transfers of any Interment Rights or any interest therein shall be binding upon the Cemetery, unless the required payment and documentation has been received and a new Certificate of Interment Rights has been issued.

As required by the FBCSA, the Cemetery Coordinator must maintain a public register that is available to the public for review during regular office hours or by appointment, and without charge.

2.11 Correction of Interment Errors:

In case of an error made by the Cemetery during an interment, disinterment or removal, or in the transfer of any interment rights for a lot, plot, niche, the Cemetery Coordinator reserves the right to correct the error, and will take the following action, in consultation with the interment rights holder or their authorized representative:

- In the case of a transfer of interment rights, cancel such transfer and substitute and grant in lieu thereof other interment rights such as lot, plot, or niche of equal or greater value and similar location as far as is reasonably possible and as may be selected by the Cemetery Coordinator, in its sole and absolute discretion, or refund a portion or all the money paid on account of the purchases of said interment rights, as shall be determined by the Cemetery Coordinator.
- In the event of any such error that may involve the interment or disinterment or removal of the remains of any person or persons in any lot, plot, or niche, the Cemetery Coordinator, upon written notification of the interment rights holder and the Medical Officer of Health, as necessary, may disinter and re-inter the remains in such other lot, plot, grave, or niche of equal or greater value and similar location as may be substituted and granted in lieu thereof.

2.12 Pet Interments:

Full body or cremated pet remains are prohibited to be interred or scattered anywhere on cemetery grounds.

3. INTERMENT RIGHTS

3.1 Types of Interment Rights Sold

Types of Interment Rights sold by the Municipality shall be:

Adult sized in-ground interment spaces, or lot(s)

Regular sized in-ground cremation lot(s) – Hillcrest Cemetery Only

Columbarium Niches

3.2 Purchase of Interment Rights:

The purchase of interment rights is not a purchase of real estate or real property. Interment right holders acquire only the right to direct the interment of human remains or of cremated human remains, and the installation of monuments, markers, and inscriptions, subject to the conditions set out in these cemetery by-laws. No interment or installation of any monument, marker, inscription, or memorialization is permitted until the interment rights have been paid in full and the interment rights certificate has been issued.

In accordance with the FBCSA and regulations, the purchaser of interment rights must enter into a contract with the Cemetery Coordinator, providing such information as may be required by the Cemetery Coordinator for the completion of the contract and the public register. The purchaser will receive:

1. A copy of the contract
2. A copy of the cemetery by-laws
3. A copy of the price list
4. The BAO's publication *A Guide to Death Care in Ontario*, also known as the "Consumer Information Guide."

The interment rights certificate will be forwarded to the person(s) listed as the interment rights holder(s) in the contract, after full payment is received. A copy of the Cemetery By-law will be offered and can be viewed on the Municipal website at www.arran-elderslie.ca as well.

4. CANCELLATION OF INTERMENT RIGHTS WITHIN THE 30-DAY COOLING OFF PERIOD

A purchaser has the right to cancel a contract for interment rights within thirty (30) days of signing the interment rights contract, by providing written notice of the cancellation to the Cemetery Coordinator.

The Cemetery Coordinator will refund all monies paid by the purchaser, including care and maintenance contribution, within thirty (30) days from the date of the request for cancellation. However, if any portion of the interment rights purchased in this contract have been exercised, the contract is deemed to have been fulfilled, and the rights holder no longer has the right to cancel the contract and receive a refund for the rights purchased.

Written notice canceling the interment rights must be given to:

Attention: Clerks Department
1925 Bruce Road 10,
P.O. Box 70,
Chesley, ON N0G 1L0

5. RESALE, CANCELLATION OR TRANSFER OF INTERMENT RIGHTS AFTER THE 30-DAY COOLING OFF PERIOD

5.1 Resale Of Interment Rights Is Prohibited

The Municipality prohibits the resale of interment rights to a third party. If the interment rights holder wishes to cancel their interment rights contract after 30 days, the Cemetery Coordinator will refund/repurchase the interment rights at the price listed on the current price list, less any care and maintenance contribution amount previously paid.

The Cemetery Coordinator reserves the right to refuse to cancel a contract for interment rights if a portion of the interment rights has been exercised (for example, one lot in a plot has been used).

5.2 Requirements for cancellation of interment rights:

To cancel a contract for interment rights, the interment rights holder must provide the Cemetery Coordinator with written notice of cancellation and the interment rights certificate, which must be endorsed by the rights holder(s), transferring all rights, title and interest back to the Cemetery Coordinator. The aforementioned paperwork must be completed before the Cemetery Coordinator will reimburse the rights holder(s).

5.3 Transfer of Interment Rights

The transfer of interment rights may only be made after the interment rights have been paid for in full. With the permission of the Cemetery Coordinator and in accordance with these by-laws, the rights holder may transfer the interment rights to another person for no consideration (no money). Transfers must be processed through the Cemetery Coordinator and the following must be provided.

- The interment rights certificate endorsed with the following:
 - o A statement signed by the rights holder selling the rights, acknowledging the transfer.
 - o A signed confirmation by the Cemetery Coordinator that the person transferring the rights is shown as the rights holder in the cemetery's records. Should the interment rights holder be deceased, authorization must be provided in writing by the person authorized to act on behalf of the interment rights holder in keeping with the *Succession Law Reform Act* i.e. personal representative, estate trustee (executor) or next of kin. A

- copy of the notarized will or other documentation may be required to ensure the person requesting the transfer is authorized to do so.
- o The date on which the rights were transferred to the transferee.
- o The name and address of the transferee.
- A written statement regarding the interment rights that are being transferred and confirmation that they have not been used.
- Any other documents in the rights holder's possession relating to the rights.
- A copy of the current cemetery by-laws must be provided the transferee.

Once all required documentation and information has been received by the Cemetery Coordinator from the rights holder(s), the Cemetery Coordinator will issue a new interment rights certificate to the transferee(s), and the transferee(s) shall be considered the current interment rights holder(s) of the interment rights. The resale or transfer of the interment rights shall be considered final and the cemetery's Public Register will be updated.

5.4 Administration fee for transfer:

In the case of a transfer of interment rights, an administration fee applies for the Cemetery Coordinator to issue a new rights certificate to the transferee. The fee, which is set out on the cemetery price list, is also charged for replacement of lost or damaged certificates.

6. INTERMENT OF REMAINS

6.1 Authorization

Interment rights holder(s) must provide written authorization prior to a interment taking place. Should the interment rights holder be deceased, or unable to provide written authorization, then authorization must be provided, in writing, by the person authorized to act on behalf of the interment rights holder i.e. Estate Trustee, Executor, next of kin, or personal representative.

6.2 Documentation

A burial permit or cremation certificate issued by the Registrar General or equivalent document showing that the death has been registered with the province must be provided prior to an interment taking place.

6.3 Contract

In accordance with the Act and Regulations, the purchaser of interment rights must enter into a cemetery contract, providing such information as may be required for the completion of the contract and the public register prior to an interment taking place.

6.4 Payment

Payment of all fees associated with the interment must be made to the cemetery before an interment can take place.

6.5 Scattering of Cremated Remains:

Scattering of cremated remains is prohibited anywhere on cemetery grounds.

6.6 Maintaining Existing Grades:

Mounds shall not be permitted on any lots or plots and where such are created or the lot grading is altered in a manner not acceptable to the cemetery, such alterations shall be corrected by the cemetery at the expense of the interment rights holder(s).

6.7 Setting Up:

The setting up and removal of artificial grass, lowering devices and other interment accessories at an interment are the responsibility of the funeral director.

6.8 Opening and Closing of Graves or Lots:

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

The cemetery retains the right of passage over every grave so that the cemetery operations may be performed effectively.

The cemetery reserves the right to temporarily relocate a monument or marker if required to open and close a lot. The cemetery may also temporarily place the removed soil on an adjacent lot while an interment or disinterment is being carried out. The cemetery will make reasonable efforts to restore all lots after the interment or disinterment has been completed.

6.9 Notice Required:

The cemetery requires two (2) business days' notice for each interment of human remains or of cremated human remains. The Cemetery is not responsible for having lots prepared for funerals unless reasonable notice is given.

6.10 Scheduling Restrictions

Interments or disinterments will not be scheduled on Saturday after 12pm and all-day Sunday, and statutory holidays, unless special arrangements have been made and approved by the Cemetery Coordinator. Additional fees will be charged on these days.

The cemetery will make every effort to provide interments as booked, but in the interest of public safety, should an extreme weather event occur that may make the cemetery unsafe, the Cemetery Coordinator may be forced to prevent an interment from occurring. Should this occur, the Cemetery Coordinator will make every effort to rebook the interment as soon as possible.

6.11 Authorization, Information and Documents Required for a Interment:

The following items are required before an interment can take place:

6.11.1 Contract:

For each interment, the purchaser or rights holder(s) must enter into a contract as described above in Purchase of Interment Rights.

6.11.2 Written Permission of Interment Rights Holder(s):

Interment rights holder(s) may be required to provide identification and written direction and authorization prior to a interment, scattering, or entombment taking place. Should the rights holder(s) be the deceased, authorization must be provided in writing by the person authorized to act on behalf of the interment rights holder in keeping with the *Succession Law Reform Act* (i.e., Estate Trustee or authorized next of kin).

6.11.3 Proof of Registration of Death:

A interment permit issued by the Registrar General (or equivalent document for deaths that occurred outside the province of Ontario) showing that the death has been registered must be provided to the Cemetery Coordinator prior to an interment taking place.

6.11.4 Interment of Cremated Remains:

A Certificate of Cremation must be submitted to the Cemetery Coordinator prior to the interment or scattering of cremated remains.

6.11.5 Direction to Inter – Request Opening & Closing of Interment Space:

Direction to Inter form must be completed and signed by the applicant, and payment must be received prior to scheduling any interment.

6.11.6 Payment:

Interment rights and all services must be paid for in full to the Cemetery Coordinator before an interment or scattering may take place.

6.11.7 Authorization of Social Services Agency:

If applicable, written instruction from a social services administrator must be submitted to the Cemetery Coordinator before a interment financially assisted by a Social Services Agency may take place.

6.12 Interment Allowances for a Single Lot:

6.12.1 Burials per Single Lot

- 6.12.1.1 Only one (1) casket burial shall be made in any single grave. However, cremated remains may be interred in the grave site on top of a casket vault after the initial burial is completed, provided they are not encased in a vault. Urns

of cremated remains placed in a cremation vault may not be able to be placed on top of a casket due to burial depth regulations.

6.12.1.2 A maximum of four (4) single cremated remains may be added to a single grave site.

6.12.1.3 Burial of cremated remains in a companion urn will be considered as one opening on the grave site but would be subject to the double cremation interment fee. i. The request for this must be approved by the Cemetery Coordinator and the remains will be interred together in a companion urn not exceeding the maximum size. A surcharge as set out in the approved Schedule of Fees from time to time for the extra paperwork will be assessed to the rights holder.

6.13 Enclosure of Remains

Remains must be delivered to the cemetery for interment in a closed casket or rigid container. The container shall be constructed of a material and compressive strength to adequately permit normal handling without assembly failure. If a container does not meet this criteria, it shall be enclosed with an outer container that will permit such handling. Remains delivered or presented only in a shroud will not be accepted for interment

Cremated remains to be interred must be enclosed in a container, sealed securely, and of sufficient strength to permit burial with the container remaining intact. Urns of cremated remains placed in a cremation vault may not be able to be placed on top of a casket due to burial depth regulations.

6.14 Maximum Cremation Interment Size

Maximum sizes for cremation interment in the ground will be: i. Length of 15.25" (inches) ii. Width of 15.25" (inches) iii. Height of 19.25" (inches)

6.15 Vaults:

The use of a vault is recommended but not required in all sections of the cemeteries. A vault will prevent shifting and settling.

All vaults must be set up and serviced by the supplier of the vault under the supervision of the Cemetery Staff.

6.15.1 Grouping with 32" Wide Graves:

If a group of graves is laid out using whole 32-inch wide plots, the person organizing the group must get written confirmation from the designated beneficiaries. This confirmation must state that they understand concrete vaults or liners cannot be used unless they also acknowledge in writing that doing so will reduce the available space and may limit the number of adult burials originally planned.

6.15.2 Reduced Number of Spaces:

The cemetery shall not be responsible for the reduction in the number of interment spaces or graves in any lot(s) or plot(s) that may occur because of the installation of concrete vaults, liners or other outer containers. The cemetery will keep interment rights holders advised of any possible reductions that may occur at the time of any planned interments.

6.15.3 Vaults or liners wider than 34":

Funeral directors or the parties arranging a full-sized interment shall be responsible for notifying the Cemetery Coordinator when they intend to install a vault or liner exceeding 34" in width. Such notice must be written and must be given at the time of the original request for interment. When notified, the Cemetery Coordinator shall make a determination as to whether the proposed oversized installation will create an encroachment into any adjacent lot or plot not owned by the holder of the lot or plot where the interment will take place.

6.15.4 Limited Space Remaining within Lot or Plot:

Where it is determined that there is sufficient space within the subject lot or plot for the oversized vault or liner to be used, but that such installation will reduce the remaining space to less than 34", but more than 30", a written waiver shall be obtained from the holder or their legally empowered representative clearly stating that no further whole body interments in that lot or plot will be done.

6.15.5 Less than Sufficient Space Available:

Where it is determined that previous interments have reduced the remaining space in a lot or plot to less than that required for the

installation of the proposed oversized vault or liner, the Cemetery Coordinator shall notify the applicant that the interment cannot take place until an agreement that is mutually acceptable to all parties is negotiated and agreed to in writing.

6.16 Interment request refused:

The cemetery reserves the right to refuse to carry out any interment in any lot or plot against which there are unpaid charges. Such interment shall not take place until all such outstanding balances are paid, or the interment is ordered by the medical officer of health or a court.

6.17 Tents for Interment Service

Tents from approved vendors are permitted for interment services only.

7. COLUMBARIUM

Only the Cemetery Staff or a designated representative may open and seal niches for interments. This applies to the inside sealer and the niche front.

No person other than Cemetery Staff or a designated representative shall remove or alter niche fronts.

7.1 Total Number of Cremated Remains Permitted

The total number of cremated remains to be placed in a columbarium niche is (2) two. The niche dimensions are 30 x 30 x 30 cm (12" x 12" x 12") in the centre columbarium and 30 x 30 x 30 cm (12" x 12" x 12") in the columbarium wall. Any urn which cannot be contained within the niche will not be inurned.

8. DISINTERMENT

Human remains may be disinterred from a lot with the written consent of the interment rights holder and prior notification to the local Medical Officer of Health. Notification to the local Medical Officer of Health is not required for the disinterment of cremated remains.

In some circumstances, the disinterment of human remains may be ordered by one or more public officials (e.g., Court Order, Coroner's Office etc.) and will take place without the consent of the interment rights holder(s) and/or next of kin.

The cemetery is not responsible for damage to any casket, urn, container or vault which may occur during a disinterment. Additionally, due to the length of time that a casket, urn, container or vault has been interred and the conditions to which it has been exposed, the cemetery cannot guarantee that it can retrieve the complete casket, urn, container or vault interred in the cemetery. Should a new casket, urn or container be required at the time of disinterment, it shall be at the expense of the party authorizing the disinterment. Additionally, the Cemetery Coordinator has the right to request that a licensed funeral director be present for the disinterment at the expense of the party authorizing the disinterment.

Disinterments will be scheduled at a day and time designated by the Cemetery Coordinator. The Cemetery Coordinator reserves the right to close the cemetery or the section where the disinterment is to take place. Only those persons required or permitted by the cemetery to attend a disinterment shall be allowed to enter the cemetery or the section involved during a disinterment.

If reinterment does not take place within the same lot and if existing memorialization (monument, marker, niche front or crypt front) needs to be removed, it will be at the expense of the person authorizing the disinterment.

Once a disinterment has been completed, the lot space shall be considered available to the interment rights holder for a new interment, transfer or resale in accordance with these by-laws. If the grave or niche from which a disinterment has occurred, is transferred or resold, the new interment rights holder must be made aware of the previous disinterment and agree in writing to such knowledge as part of the transfer or resale agreement.

8.1 Required Documents for Disinterment:

The following completed documentation is required prior to carrying out of any disinterment:

8.1.1 Contract

For each disinterment, the completed sales contract must be provided to the Cemetery Coordinator.

8.1.2 Direction to Disinter

The authorization to disinter form signed by a party having the legal authority to request such disinterment and the county medical officer of health or their appointed representative.

8.1.3 Requested Documentation as Required

Any other documents that the cemetery may deem necessary due to any unusual circumstances or survivor disagreement over the disinterment.

8.1.4 Licensed Funeral Practitioner

Written confirmation of the attendance at the applicant's expense of a licensed funeral practitioner who will provide an acceptable container and carry out the transfer of any un-encased remains to their re-interment site if deemed necessary.

8.1.5 Waiver

A waiver form signed by the applicant requesting the disinterment relieving the cemetery and its contractor(s) of any claim against it for incidental damage that may occur to any previously buried containers or their contents during the disinterment process.

8.1.6 Written Confirmation of Vault or Liner Handling Arrangements

Written confirmation of the attendance at the applicant's expense of a concrete vault or liner supply company with an acceptable device capable of lifting and transporting a vault or liner if deemed necessary by the cemetery.

9. MEMORIALIZATION AND MARKERS

9.1 Payment and Consent Requirement

No memorial, marker, monument, or other structure shall be erected or permitted on a lot until all charges have been paid in full and/or written consent is obtained from the Cemetery Coordinator.

9.2 Marker Size, Quantity, and Placement

The Cemetery Coordinator reserves the right to determine the maximum size and amount of markers and their location on each lot or plot as outlined in Schedule B. They must not be of a size that would interfere with any future interments. To prevent interference with future interments and optimize cemetery maintenance.

9.3 Temporary Marker Policy

Temporary markers will be allowed up to October 31st after the interment, after which time, the Cemetery Coordinator reserves the right to remove and dispose of them without notice.

9.4 Temporary Marker Construction Standards

Temporary markers shall be constructed of material that will not shatter if such come in contact with light maintenance equipment or parts thereof such as trimmer string and/or other hand or mechanized tools used for turf maintenance. Materials such as non-manufactured dressed or undressed wood or lumber, steel or iron, aluminum, composite hard plastic, fiberglass or epoxy products may be acceptable provided they meet the shatterproof requirement. Soft plastic, glass, ceramic or other crockery type materials will not be accepted.

9.5 Approval of Marker Design and Placement

A marker or other structure shall be erected only after the specific design plans have been approved by the Cemetery Coordinator including dimensions, and proposed location.

9.6 Foundation Completion and Delivery of Markers

No marker shall be delivered to the cemetery for installation until the monument foundation has been completed, and marker approval and installation permission has been obtained by the Cemetery Coordinator.

9.7 Removal of Inappropriate Markers or Inscriptions

The Cemetery Coordinator reserves the right to organize a removal at its sole discretion of any marker, monument, or inscription which is not in keeping with the dignity and decorum of the cemetery as determined by the Cemetery Coordinator.

9.8 Permission for Placement, Alteration, or Removal

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

9.9 Normal Wear and Tear

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

9.10 Liability for Loss or Damage

The Cemetery Coordinator will take reasonable precautions to protect the property of interment rights holders, but it assumes no liability for the deterioration, loss of, or damage to, any monument, marker, or other structure, or part thereof unless it is as a result of negligence by the cemetery.

9.11 Maintenance Responsibility of Markers

Markers are owned by the interment rights holder and are required to keep in proper repair, at their own cost and to the satisfaction of the Cemetery. Interment right holders may wish to consider adding memorials to their own insurance coverage.

9.12 Public Safety and Unstable Monuments

Should any monument or marker present a risk to public safety because it has become unstable, the Cemetery Coordinator shall do whatever it deems necessary by way of repairing, resetting, or laying down the monument or marker or any other remedy to remove the risk.

9.13 Columbarium Niche Door Engravings:

To ensure quality control, desired uniformity and standard of workmanship, the cemetery reserves the right to inscribe all niche fronts or install all lettering, vases, adornments, or any other approved attachment.

Niche door engraving will be arranged by the Cemetery Staff on behalf of the purchaser. Engraving costs are the responsibility of the purchaser and will be collected at the time of the sale of the Niche; with the exception of the date of the death which will be collected at time of final burial. In order to maintain the columbarium in a uniform manner all engravings shall be in the font and size approved by Cemetery Staff. Pictures are not permitted. Engraving shall be limited to name(s) of the inurned, year of birth and death or date of birth and death in numerical form and personalization line(s). Maximum of seven (7) lines per niche which shall include personalization lines, which shall be approved by Cemetery Staff. There is no fixed character limit per line; the number of characters permitted is determined by the specific lettering requirements outlined in the approved inscription proof.

Sample lettering example:

NAME
MAR 7, 1930 – AUG 17, 1999
BELOVED SPOUSE OF
NAME
SEP 3, 1931 – FEB 13, 2000

10. CEMETERY CARE AND MAINTENANCE

A portion – 40% or a minimum legislatively prescribed amount, of the price of interment rights must be deposited and trusted into the cemetery's Care and Maintenance Fund.

The income generated from this trust fund is used to maintain, secure and preserve the cemetery grounds and markers in perpetuity. Services that can be provided through this fund include:

- Lawn care, re-leveling and sodding or seeding of lots or scattering grounds
- Maintenance of cemetery roads, sewers and water systems
- Maintenance of perimeter walls and fences
- Maintenance of cemetery landscaping
- Maintenance of columbariums
- Repairs and general upkeep of cemetery maintenance buildings and equipment
- To the extent that income from the Care and Maintenance Fund permits, the Cemetery Coordinator will stabilize and secure markers and monuments within the cemetery.

11. FLORAL TRIBUTES, CARE & PLANTING

11.1 Cemetery Grounds Maintenance

The grounds of the Cemetery shall be maintained by the Municipality to ensure the safety of the public and preserve the dignity of the Cemetery.

11.2 Permission for Work on Lots

No person or contractor shall perform any installation or maintenance work upon a Lot without the knowledge and permission of the Cemetery Coordinator.

11.3 Authorization for Third-Party Work

Interment Rights Holders desiring outside contractors or third parties to do work on a Lot must furnish the Cemetery with written authority and instruction for any third-party activities. No person shall enter the Cemetery for these purposes without permission from the Cemetery Superintendent.

11.4 Prohibited Containers and Hazardous Items

Due to hazards to visitors and workmen, no glass or ceramic containers of any kind are allowed in the Cemetery at any time. Such items may be removed by the cemetery upon discovery without notice or compensation.

11.5 Prohibited Installations and Materials

The installation of borders, fences, railings, walls, or hedges in or around any Lot is prohibited. Items including, but not limited to nails, wires, wooden crosses, toys, loose stones, articles of glass, pottery or any other material shall not be used. Anything that may create a hazard to visitors and workers shall not be allowed in the Cemetery and may be removed without notice by the Cemetery Staff if so found.

11.6 Grading of Lots

No interment Rights Holder shall change the grading of any Lot, and in case of any such change, the Cemetery Superintendent may restore the Lot to its original grade at the expense of the Interment Rights Holder.

11.7 Unauthorized Movement of Markers

No unauthorized person shall sod or move corner markers or Grave Markers.

11.8 Alteration of Lot Surface

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

11.9 Implements and Materials Left Unattended

Implements or materials used in doing any work within the Cemetery shall not be left unattended and may be removed by Cemetery Staff if so found.

11.10 Regulation of Articles on Lots

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

11.11 Removal of Funeral Flowers

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

11.12 Fresh Flowers and Potted Plants

Fresh cut flowers or potted plants are permitted year-round and must be placed in the designated planting area or in a non-breakable, non-corrosive flower vase adjacent to the memorial. Fresh cut flowers and potted plants that have become unsightly and empty flower vases will be removed and disposed of by the Cemetery Staff without notice.

11.13 Artificial Flowers

Artificial flowers are permitted provided they are placed in spiked containers placed immediately adjacent to the headstone and properly maintained and not detrimental to the general maintenance of the Cemetery. No decorations are permitted at the Foot Marker.

11.14 Floral Arrangements with Saddles

Floral arrangements with saddles are permitted to remain on the monuments throughout the year. These arrangements are to be properly maintained and may be removed by the cemetery staff should their condition detract from the appearance of the cemetery.

11.15 Prohibition of Flowerbeds

Flowerbeds shall not be permitted to be established within the Cemetery.

11.16 Planting of Trees and Shrubs

No person shall plant trees or shrubs within the cemetery without prior approval from the Cemetery Coordinator, obtained through the designated application process.

11.17 Maintenance of Plant Material

Maintenance of any plant material on a lot is the responsibility of the interment right holder. Should plant material (e.g., trees, shrubs, etc.) become unsightly, neglected, obscure the monument, or infringe on an adjacent lot or plot, the plant material will be removed by the Cemetery Staff and the area restored to lawn. The removal of plant material may also be necessary for the opening of a grave. The Cemetery will not be held liable for the removal of any plant material. The Cemetery reserves the right to remove all flowers, potted plants, wreaths, and baskets of flowers when they become withered or unsightly or for any other reason that deems such removals to preserve the dignity of the cemetery or to be in the Cemetery's best interest.

11.18 Memorial Wreaths

Memorial wreaths may be placed in the cemetery only between April 1st and October 31st. Wreaths not removed by October 31st will be removed and disposed of by the Cemetery Staff without notice.

11.19 Excessive Memorials

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

11.20 Responsibility for Florals, Decorations and Articles

The interment rights holder is responsible for all tributes, personalized items, memorialization, and decorations placed on a lot or plot. All such items must be removed by October 31st, unless otherwise permitted. The Cemetery reserves the right to remove any items deemed inappropriate or left beyond the permitted timeframe and will not store such items. The Cemetery is not liable for any loss or

damage to tributes, personalized items, decorations, or memorial items at any time.

12. RULES FOR VISITORS

12.1 Visiting Hours

Visitors are welcome in the cemetery from sunrise until sunset.

12.2 Conduct and Behavior

All visitors shall conduct themselves in a manner befitting the dignity due to the deceased. Any persons not conducting themselves in an acceptable manner or contravening any section(s) of this by-law shall be asked to leave the cemetery.

12.3 Supervision of Children

All children under the age of twelve must be accompanied by an adult while visiting the cemetery. The accompanying adult(s) are responsible for the conduct of such children, ensuring they do not climb on markers, run about in an uncontrolled manner, or disturb flower beds and plant life.

12.4 Household Pets

Household pets are not allowed in the cemetery except when:

- They are held within the confines of a vehicle, and/or
- They are led on a tight leash from a vehicle to the burial place of a previous owner or family member and then returned to the vehicle shortly thereafter.

12.5 Vehicle Use and Restrictions

Except for vehicles used by cemetery staff or contractors in the normal performance of their duties, all vehicles must remain on the assigned and normally travelled portions of the cemetery's internal road networks. Any damage resulting from unauthorized travel on such roads shall be repaired at the expense of the owner and/or driver.

12.6 Discharge of Firearms

With the exception of a tribute for a deceased member of Canada's Armed Forces or a recognized Police Force (with written permission of Council), the discharge of firearms in the cemetery is prohibited.

12.7 Parades and Assemblies

Except for funeral processions, other parades, assemblies, or social/memorial functions are not permitted in the cemetery without the written permission of Council.

12.8 Solicitation and Advertising

The sale or solicitation of goods and services, or the posting of signs, notices, or advertising of any kind is not permitted in the cemetery without prior authorization of Council.

12.9 Dumping and Disposal of Materials

Transporting any material into the cemetery solely for the purpose of dumping or disposing of such material is strictly prohibited. Offenders will be prosecuted to the full extent of the law.

12.10 Media Access During Funerals

Journalists, reporters, photographers, videographers, and other members of the news media are not permitted on cemetery property during any funeral proceeding, except with the express permission of the Estate Trustees.

12.11 Damage and Liability

Any person who, while in the cemetery damages or moves any turf, tree, plant, marker, fence, structure, or other item usually erected, planted, or placed in the cemetery is liable to the Municipality and any interment rights holder who incurs damage as a result. The amount of damages shall be the amount required to restore the cemetery to its original state.

13. RULES FOR CONTRACTORS AND MONUMENT DEALERS

13.1 Pre-Approval for Contract Work

Any contract work to be performed within the cemetery (including but not limited to landscaping, delivery and installation of monuments and markers, inscriptions) requires the written pre-approval of the interment rights holder and the Cemetery Coordinator before the work may begin. Pre-approval documents include: design drawings, plans and detailed specifications relating to the work, proof of all applicable government approvals and permits, the location of the work to be performed, and any other documentation as required. It is the responsibility of all contractors to report to the Cemetery Coordinator and provide the necessary approvals before commencing work at any location on the cemetery property.

13.2 Proof of Insurance and Compliance

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

- WSIB coverage
- Occupational Health and Safety compliance standards
- Evidence of liability insurance of not less than \$2 million

13.3 Application of Cemetery By-laws

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

13.4 Permitted Working Hours

No work will be performed at the cemetery except during the regular business hours of the cemetery. Contractors, monument dealers and suppliers shall not do any work in the cemetery in the evening, at weekends or on statutory holidays, unless prior approval has been granted by the Cemetery Coordinator.

13.5 Temporary Suspension of Work

The Cemetery Coordinator 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 shall temporarily cease all operations if they are working within 100 metres of a funeral until the conclusion of the service.

13.6 Protection of Cemetery Grounds

To protect the grounds from surface damage, contractors, monument dealers and

suppliers shall lay wooden planks on the interment lots and paths over which heavy materials are to be moved.

13.7 Site Security and Clean-Up

For the safety of all visitors and staff, all work sites must be secured when left unattended. Contractors working within the cemetery must remove all implements, equipment and garbage from the cemetery at the end of each workday and at the conclusion of the work.

APPROVED By the Registrar, <i>Funeral, Burial and Cremation Services Act, 2002, Bereavement Authority of Ontario</i>	APPROUVÉ Par le Registrateur, <i>Loi de 2002 sur les services funéraires et les services d'enterrement et de crémation, l'Autorité des services funéraires et cimetières de l'Ontario</i>
Date: August 14, 2026	

Schedule A – Municipal Cemeteries

The Cemeteries governed by this By-law are:

CEMETERY NAME	LOCATION
Chesley Cemetery	Lots S & P, Plan 149 former Town of Chesley
Paisley Cemetery	Lots S & P, Plan 149 former Town of Paisley
St. Andrews Cemetery	Lot 23, Concession 4 former Township of Elderslie
Hillcrest Cemetery	Lot 30, Concession 9 & 10 former Township of Arran
Salem Presbyterian Cemetery (inactive)	Lots 14 & 15, Concession 10 former Township of Elderslie
Invermay Methodist Cemetery (inactive)	Lot 29, Concession 7 former Township of Arran
Elsinore Cemetery (inactive)	Lot 14, Concession 13 former Township of Arran
Henderson Cemetery (inactive)	Lot 21, Concession 7, former Township of Arran
Mausette Cemetery (inactive)	Lot 32, Concession 6, former Township of Arran
Orange Cemetery (inactive)	Lot 16, Concession 7, former Township of Arran
Rusk's Cemetery (inactive)	Lot 6, Concession 10, former Township of Elderslie
Vesta United Church Cemetery (inactive)	Lot 15, Concession 1, former Township of Elderslie
Mount Hope United Cemetery (inactive)	Pt Lot 10, Concession 2, former Township of Arran

The service address of the above Municipality of Arran-Elderslie Cemeteries shall be:

Clerks Office
Municipality of Arran-Elderslie
1925 Bruce Road 10,
PO Box 70
Chesley, Ontario, N0G 1L0
Telephone: 519-363-3039

Schedule B – Cemetery Marker Permitted Sizes

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

Lot or Plot Description	Maximum Markers Permitted	Marker Size Limitation
Regular Cremation Lot	One (1) flat marker	<u>FLAT MARKER</u> Maximum Size 24" x 14" Thickness: Minimum 4"
Single Lot or Grave	One (1) primary upright and two (2) secondary flat markers	<u>PRIMARY FLAT</u> Maximum size: 42" x 18" Thickness: Minimum 4"
	OR	<u>COMPANION FLAT:</u> Maximum Size: 28" x 18" Thickness: Minimum 4"
	One (1) primary sloped/pillow and two (2) secondary flat markers	<u>SLOPED/PILLOW:</u> Height ≤ 10", Front edge ≥ 3" lower than rear
	OR	<u>UPRIGHT:</u> Maximum Length of Base 36"
	Three (3) flat markers	Minimum Width of Base 12" Maximum Width of Base 14" Minimum Height of Base 6" Maximum Height of Base 8" Maximum Width of Die 30" Maximum Combined Height of Base Die 36"
Two Interment Space Plot or Designated Grouping (Old Plot)	One (1) primary upright centred between two plots, and two (2)	<u>PRIMARY FLAT</u> Maximum size: 42" x 18" Thickness: Minimum 4" <u>COMPANION FLAT:</u>

	secondary flat markers per interment space OR One (1) primary sloped/pillow centred between two plots and and two (2) secondary flat markers per interment space OR One (1) primary flat marker centred between two plots and two (2) secondary companion flat markers per interment space	Maximum Size: 28" x 18" Thickness: Minimum 4" <u>SLOPED/PILLOW:</u> Maximum size: 42" x 18" Maximum Height: 10" front edge shall not be less than 3" lower than its rear edge <u>UPRIGHT:</u> Maximum Length of Base 48" Minimum Width of Base 12" Maximum Width of Base 16" Minimum Height of Base 6" Maximum Height of Base 8" Maximum Width of Die 42" Maximum Combined Height of Base Die 42"
Three Interment Space Plot or Designated Grouping (Old Plot) OR Plot or Designated Grouping of More than Three Spaces	One (1) primary upright centred on the middle space and two (2) secondary companion flat markers per interment space OR One (1) primary sloped/pillow centred on the middle space and two (2) secondary companion flat markers per interment space	<u>PRIMARY FLAT</u> Maximum size: 48" x 18" Thickness: Minimum 4" <u>COMPANION FLAT:</u> Maximum Size: 28" x 18" Thickness: Minimum 4" <u>SLOPED/PILLOW:</u> Maximum size: 48" x 18" Maximum Height: 10" front edge shall not be less than 3" lower than its rear edge <u>UPRIGHT:</u>

	OR	Maximum Length of Base 60"
	One (1) primary flat marker centred on the middle space and two (2) secondary companion flat markers per interment space	Minimum Width of Base 12" Maximum Width of Base 16" Minimum Height of Base 6" Maximum Height of Base 10" Maximum Width of Die 54" Maximum Combined Height of Base Die 42"
Old Plot with More Than Two Interment Spaces	One (1) above-ground MARKER	Not specified
Shared Marker Plot	One (1) UPRIGHT MARKER with inscriptions on both sides	Not specified
Addition of a Plinth	Please contact the Cemetery Coordinator	