THE CORPORATION OF THE TOWN OF HANOVER

BY-LAW NO. 3265-23, as amended by By-Law 3411-26

BEING A By-law to maintain, manage, regulate and control the cemeteries within the Town of Hanover Cemetery.

WHEREAS Section 8, 9 and 11 of the *Municipal Act,* 2001 S.O 2001 c. 25 provides that a municipality may govern its affairs as it considers appropriate, and provide any service that the municipality considers necessary or desirable for the public;

AND WHEREAS pursuant to Section 224 (c) and (d) of the *Municipal Act*, 2001, S.O. 2001, Council may determine which services the municipality provides and ensure that administrative policies, practices and procedures and controllership policies, practices and procedures are in place to implement the decisions of council;

AND WHEREAS section 150 of Ontario Regulation 30/11 (O. Reg. 30/11) under the *Funeral, Burial and Cremation Services Act, 2002* S.O. 2002, c. 33 provides that a cemetery operator may make by-laws governing the operation of the cemetery;

AND WHEREAS it is deemed expedient to revise and establish certain rules and regulations for the operation and control of the Town of Hanover cemeteries;

NOW THEREFORE the Council of the Corporation of the Town of Hanover hereby enacts as follows:

These by-laws are the rules and regulations that govern all cemeteries owned and/or operated by the Corporation of the Town of Hanover and have been approved by the Registrar, *Funeral, Burial and Cremation Services Act, 2002* (FBCSA), Bereavement Authority of Ontario (BAO).

Section 1 - Definitions

Base means the bottom-most piece of a monument that sits on the foundation and provides a visual foundation for the rest of the monument.

Care and Maintenance means the upkeep of all lots and graves by the cemetery staff. Such care shall include the mowing of the grass, trimming around monuments and markers, and the refilling of sunken lots and other maintenance deemed necessary by the caretaker and the cemetery operator.

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

Caretaker shall mean the person appointed by the Town (cemetery operator) to act as caretaker of the cemeteries.

Cemetery means the active and inactive lands set aside and approved for the interment of human remains and includes a columbarium, chapel, or other such structures and under the jurisdiction of the Town of Hanover.

Cemetery Operator means The Corporation of the Town of Hanover (Town).

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

Columbarium shall mean a structure designed for the purpose of interring cremated human remains in sealed compartments, referred to as niches.

Cornerstone means any stone of granite or marble set flush with the surface of the ground and used to indicate the location of a lot or plot.

Footstone means a marker of granite or marble set flush to the ground at the foot of a lot, that lies opposite the monument or marker.

Foundation means an in-ground block of concrete to keep a monument or marker level and stable.

Funeral, Burial and Cremation Services Act, 2002 (FBCSA) which is consumer protection legislation respecting funerals, burials, cremations and related services within the province of Ontario.

Interment Rights means the right to require or direct the interment of human remains or cremated human remains in a grave, lot, or niche and to authorize the installation of a monument.

Interment Rights Certificate means the document issued by the cemetery operator 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 means the person authorized or entitled to inter 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.

Lot means, for the purposes of this by-law, a single grave space.

Marker means any stone of granite, marble or bronze material set flush with the surface of the ground, to mark the location of a lot and that may contain the name and information about the interred.

Monument means any permanent memorial of granite or marble projecting above ground level.

Niche shall mean a self-contained, secure, weather proof compartment located in a columbarium.

Plot means two or more lots in which the rights to inter have been sold as a unit.

Town means the cemetery operator.

Section 2 – General Information

1) **Visitation Times**
   The cemetery is open for visitation during the hours from dawn to dusk daily, or otherwise by appointment with the cemetery operator and caretaker. The cemetery shall be closed to the public after dusk, unless by permission of the cemetery operator.

2) **Code of Conduct**
   No person shall disturb the quiet and/or good order of the cemetery by noise or other inappropriate conduct. Persons who violate these rules may be expelled from the grounds. The caretaker and his assistants are authorized and empowered to maintain order and decorum in the cemetery.

   No person who owns, harbours or possesses any dog shall allow the dog to run loose in the cemetery. To duly respect the interred, dogs shall be on a leash at all times and restricted to road and walkway areas only. Dog owners are responsible for the immediate removal and sanitary disposal of any excrement as per the Town of Hanover Animal Control and Responsible Ownership by-law.

3) **Vehicular Traffic Restrictions**
   No person shall operate a vehicle within the cemetery at a rate of speed in excess of 20 km/hr and no person operating a vehicle shall cause the vehicle to leave the roadways.

   No person shall operate a vehicle on an internal road that has not been cleared of snow.

   No person shall operate a vehicle on an internal road when the road is in an unfit condition that would cause the road to be damaged by vehicular travel.
   Owners of vehicles and their drivers shall be held responsible for any damage done by them. No person shall drive around any barricade indicating a road is closed to vehicular traffic.

Vehicle access and parking is limited to cemetery visitors. Unauthorized vehicles will be towed at the owner's expense.

4) Lot Care

No person shall change the grade of a lot. In the event of such change, the cemetery staff will restore the lot to the original grade at the expense of the person responsible and/or the owner of the lot.

No person shall cut any sod or move corner posts, markers or monuments in the cemetery. Authorization must be received from the caretaker and the interment rights holder, with a description of the work proposed.

No person shall cause any litter, refuse or waste paper, wrapper, container or garbage to be thrown out on roads, walks or any part of the grounds.

No person shall remove any flower, shrub or flower container from a cemetery lot, other than their own, without authority.

5) Alcoholic Beverages

No person shall bring any alcoholic beverage upon the cemetery property.

6) Clarification or Inquiry

All inquiries are welcome at the Town Municipal Office.

Section 3 – Cemetery Operator Responsibilities

1) General Conduct

The cemetery operator reserves full control over the cemetery operations, managements and general maintenance of land within the cemetery grounds.

These rules may be changed, modified or repealed from time to time, subject to approval of the Registrar, Funeral, Burial and Cremation Services Act, 2002 (FBCSA), Bereavement Authority of Ontario (BAO), should the Town feel it in the best interest of all concerned to do so.

Cemetery operator staff shall perform all interments and disinterments, and open and close all niches in the cemetery.

A cemetery operator representative shall be on duty at each interment or disinterment.

2) By-law Amendments

The cemetery shall be governed by this by-law, and all procedures will comply with the FBCSA and O. Reg. 30/11 and 184/12, 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 amendment pertains to markers or their installation.

All by-laws and by-law amendments are subject to the approval of the Registrar, FBCSA, BAO.

3) 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, 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.

4) Public Register

Provincial legislation – Section 110 of O. Reg 30/11 requires all cemeteries and crematoriums to maintain a public register that is available to the public during regular office hours.

5) Land Management Rights

The cemetery operator has the right at any time to re-survey, enlarge, diminish, re-plot, change or remove plantings, grade, close pathways or roads, alter in shape or size, or otherwise change all or any part of the cemetery, subject to approval of the appropriate authorities.

Section 4 - Sale of Interment Rights

All sales of interment rights are subject to the rules set out in the *Funeral, Burial and Cremation Services Act, 2002.*

The purchase price of lots and niches will be in accordance with the current Rates & Fees By-law as approved by the council of the Town of Hanover.

A contract for the purchase of interment rights for lots and niches may be made in advance of need with payment in full at the time of purchase.

All contracts pursuant to the purchase of interment rights must be completed at the Town Municipal Office.

All payments shall be made at the Town Municipal Office.

Upon payment in full, the cemetery operator shall provide the interment rights holder at the time of sale with the following:

- The Interment Rights Certificate
- A copy of the contract
- A copy of the Cemetery By-law
- A copy of the current Rates & Fees By-law
- A copy of BAO's current Consumer Information Guide

The interment rights holder is permitted the right and privilege of interment of human remains and the installation of monuments, markers and inscriptions, subject to the conditions set out in the cemetery by-laws.

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 Town of Hanover. The Town of Hanover will refund all monies paid by the purchaser within thirty (30) days from the date of the request for cancellation.

Section 5 - Care and Maintenance

It is a requirement under the FBCSA and O. Reg 30/11 and 184/12 that a prescribed amount or a percentage of the purchase price (excluding tax) of all interment rights sold, and prescribed amounts for monuments and markers is contributed into the care and maintenance fund. Interest earned from this fund is used to provide care and maintenance of lots, plots, markers and monuments at the cemetery. Contributions to the care and maintenance fund are not refundable except when interment rights are cancelled within the 30-day cooling off period.

Section 6 - Transfer/Repurchase of Interment Rights

The sale of interment rights to any person other than the cemetery is strictly prohibited.

Upon receipt of written notice from the purchaser, the interment rights will be repurchased from the interment rights holder based on the current price listed on the Rates & Fees By-law less the amount paid into the Care and Maintenance Fund, or the predecessor of such a fund, in respect of the interment rights. The Town of Hanover is not required to repurchase unused interment rights in a plot (more than one lot) if one of the interment rights in the plot has been exercised.

The interment rights holder requesting the repurchase of the rights must return the interment rights certificate to the cemetery operator and the rights holder(s) must endorse the interment rights certificate, transferring all rights, title and interest back to the Town of Hanover. The appropriate paperwork must be completed before the Town of Hanover reimburses the rights holder(s).

Interment rights may be transferred without payment to another party upon application at the Town Municipal office, by completion of the transfer portion of the interment rights certificate and payment of the transfer fee to the Town as prescribed in the current Rates & Fees By-law.

Section 7 – Interments/Inurnments

1) General

No interment/inurnment shall take place without a Burial Permit or Cremation Certificate, as applicable, nor until the person making arrangements for the interment/inurnment has complied with the provisions of this by-law relative to interments.

Persons contracting for interment rights and/or making arrangements for interments/inurnments shall be responsible for payment of all charges previous to the interment/inurnment.

Notice of each interment/inurnment shall be given to the cemetery operator at least 2 full business days before such interment/inurnment is to take place. The funeral director shall contact the cemetery operator to schedule a mutually agreeable interment day and time with all parties involved.

The name of the deceased, place of death, residence, age, date of death, gender, the name and address of the nearest relative of the deceased, funeral director, date, time and location of the interment/inurnment is required.

All such orders shall be confirmed in writing with the cemetery operator.

Interment rights holders must provide written authorization prior to an interment, inurnment or entombment taking place. 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. Acceptable documentation may include but is not limited to the following:

- Original interment rights holder's will
- Signed affidavit
- Permission to bury from surviving family members

No interment/inurnment shall be made on Sundays or Statutory Holidays, inclusive of Statutory Holidays as listed in the Town of Hanover's current personnel policy and any current collective agreement(s), except by Order of the Medical Officer of Health.

Interments/inurnments will only be allowed between the normal burial hours of 9:00am and 3:00pm Monday to Saturday.

Funeral processions within the cemetery shall follow the route indicated by the cemetery operator.

The placement of the bodies or cremated remains of any animal in any lot or niche is strictly prohibited.

Scattering of cremated human remains or animal remains is not permitted anywhere within the cemetery.

2) Interments

All interments will be performed as ground and weather conditions allow.

At times when the ground conditions are potentially hazardous, committal services shall be held in the Cemetery Chapel at no charge.

The interment of all human remains in storage shall be made at a time determined by the cemetery operator. The casket will be transferred to the burial plot grave for burial. Such burials shall occur Monday to Friday only. The cemetery operator will notify the interment rights holder or their representative prior to burial.
All containers and caskets used in the cemetery shall be constructed of at least ¾ inch (19 mm) pine or a material of equal strength, or a container constructed by a manufacturer with the sole purpose of containing deceased remains for an interment.

For existing double depth lots, where the first interment in a lot is at sufficient depth, a

second interment above the first is permitted. All extra deep interments must be made in a permanent outer case such as a cement vault or liner. No more than two interments may be made in any double depth lot.

One regular interment and a maximum of two cremated remains, or not more than eight cremated remains shall be allowed in one regular lot.

A maximum of four cremated remains will be allowed in any cremation plot. The size of a cremation plot is half of the size of a regular lot.

3) Inurnments

Cremated remains for inurnment in a niche must be enclosed in a polypropylene plastic urn or an urn made of other durable materials.

The total number of cremated remains to be place in any niche is two. The niche dimensions are 12" x 12" x 12" (30cm x 30cm x 30cm) in the columbarium wall and 12" x 12" x 16" (30cm x 30cm x 40cm) in the centre columbarium. Any urn which cannot be contained within the niche will not be inurned.

Section 8 - Disinterments

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 by the cemetery operator before the removal of casketed human remains from the cemetery may take place. A certificate from the local medical officer of health is not required for the disinterment of cremated remains from a lot or the removal of cremated remains from the cemetery.

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).

Disinterments shall be made at a time determined by the cemetery operator, only from May 1 to October 31 in any year, unless otherwise ordered by the Medical Officer of Health.

If the original interment container is damaged to render it unusable, a new container must be supplied to the specifications of the cemetery operator.

Section 11 of this by-law provides guidelines for removal of monuments or markers with respect to disinterments.

Section 9 – Vault Storage in the Chapel

All bodies being placed in vault for storage in the Chapel require an appropriate contract. If the body in storage is to be interred in a cemetery other than Hanover Cemetery or by previous agreement a fee as per the current Rates & Fees By-law must be paid.

All bodies must be removed from the vault by May 1st in each year, or as weather permits.

No body may be deposited in the vault from May 1st to December 1st.

All bodies to be placed in the vault shall be embalmed or be placed in an air tight metallic casket or hermetically sealed zinc-lined box.

The bodies of persons who have died from communicable diseases cannot be admitted to the vault and must be interred.

The cemetery operator may direct the removal of a body deposited in the vault and inter it at any time in a single grave should the condition of the body require the interment. The cemetery operator will make every reasonable effort to notify the interment rights holder prior to the interment occurring.

Section 10 - Lot Decorations

1) Structures

Fences, curbs, benches, steps, structures of wood, candles, flower pots and containers of glass, crockery, or other destructible or sharp materials are prohibited and may be removed at the discretion of the cemetery operator without notice.

2) Floral Tributes

From May 1 to October 15, flowers are allowed on the lots. Artificial or cut flowers are to be placed in a metal or plastic spiked container. Only one such container will be permitted on a single lot and no more than 4 on any plot. Floral tributes shall be removed from plots by the cemetery operator after they become unsightly. Potted plants will be permitted to remain on lots for a period of 4 days before and 4 days after the following occasions: Easter, Mother's Day, Father's Day, and Remembrance Day. Any plants placed prior to or remaining after this period of time will be removed by cemetery staff.

No floral arrangements or personal items are permitted to be attached or displayed which will obscure the view or appearance of the columbarium.

3) Wreaths/Arrangements

Ground ornamentations such as vases, wreaths and decorative stones are to be removed by October 15 of each year. Items remaining after this date shall be removed and disposed of by the cemetery staff.

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.

4) Flower Beds and Shrubs

A flower bed may be planted after the installation of a monument on the lot. Flowers may be planted in front of the monument, in beds not to exceed 12 inches (30cm) from the stone. If the interment rights holder owns the rights to both sides of the monument, a bed can be placed on both sides.

The planting of dwarf evergreen trees and small deciduous shrubs will be permitted only on lots having a monument. The trees must be planted by nursery or cemetery staff with one shrub on either side of the monument. Unauthorized plantings will be removed without notice.

If any trees or shrubs situated on any lots shall have by means of their roots, branches or in any way, become detrimental to the adjacent lots, drains, roads or walks, or prejudicial to the general appearance of the grounds or inconvenient to the public, the cemetery operator will remove such trees or shrubs or parts thereof.

Section 11 – Monuments, Markers and Niche Doors

1) General

No monument or marker may be set or installed until an approved permit is issued and all charges due to the Town have been paid in full.

The permit shall contain the following information:

- The interment rights holder's contact information
- Plot location
- Size of the plot
- Monument dealer's contact information
- Monument foundation dealer's contact information
- A drawing of the proposed monument including shape, dimensions, inscription, material and base dimensions

Monument dealers must provide a minimum of 5 business days' notice before installation. No monuments/markers may be delivered to or stored at the cemetery by a contractor or monument dealer prior to the scheduled installation.

The monument must be placed in the designated space on any lot, unless special permission is given by the cemetery operator for placing it otherwise.

The monument or marker shall be centred on the plots that are owned side by side regardless of the number of lots.

No monument or marker shall exceed the boundary width of the plot.
Monuments shall be set on concrete foundation of not less than 6 feet (1.8m) in depth.
Markers, footstones and cornerstones are permitted and the placement of such memorials shall not interfere with future interments.

Markers, footstones and cornerstones are to be flat on top and set level with the ground to safely conduct grounds maintenance.

All markers exceeding 30 inches (76cm) wide by 16 inches (40cm) long shall be placed on a concrete foundation.

All markers and foundations are to be installed under the supervision of the cemetery staff. Unauthorized markers will be removed at the interment rights holder's expense.

All interment rights holders purchasing a monument or marker over 172 square inches (437 cm^2) for installation in the Hanover Cemetery shall contribute to the care and maintenance of the memorial as prescribed in the *Funeral, Burial and Cremation Services Act, 2002*, and as per the current Rates & Fees By-law.

All foundations for monuments shall be co-ordinated by the monument dealer and built at the expense of the lot owner.

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

At the time of a disinterment, any marker or monument designating the location of the interment, shall be removed at the expense of the interment rights holder.

All columbarium niches must be memorialised using font type Individual Condensed Roman and must keep with the decorum of the cemetery. Etched designs and pictures are permitted. No coloured pictures or coloured designs are permitted.

Niche door engraving will be arranged by the cemetery operator on behalf of the purchaser under the appropriate contract. All engraving costs are the responsibility of the purchaser.

All inscriptions must be approved by the director of public works, or designate, through the permit process.

Name inscriptions shall be permitted on the front and back of the monument upon approval by the director of public works, or designate.

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 to remove the risk.

Any monument or marker request that does not adhere to the specifications of the current cemetery by-law would need to be brought to the cemetery operator for review and approval. Approval of these requests are solely at the discretion of the cemetery operator.

2) Monument and Marker Quantities

The maximum quantity of monuments and/or markers shall be in accordance with the lot size as follows:

- Infant lot – one marker
- Cremation lot – one monument or one marker
- Single lot – one monument and one marker, or two markers
- Double or 2 grave plot – one monument and one marker, or two markers
- 3 grave plot – one monument and one marker, or two markers

3) Monument Base

The maximum monument base size shall be in accordance with the lot sizes as follows:

- Single or cremation lot – 30" long (76cm)
- Double or 2 grave plot - 48" long (120cm)
- 3 grave plot - 77" long (196cm)

For larger lots, the length of the monument base must not exceed two thirds the width of the lot.

4) Monument Size

The maximum monument size, exclusive of the monument base and measured at the base of the monument shall be in accordance with the lot size as follows:

- Single or cremation lot – 24" long x 30" high (60cm x 76cm)
- Double or 2 grave plot - 42" long x 48" high (107cm x 120cm)
- 3 grave plot - 60" long x 48" high (152cm x 120cm)

5) Monument Die

The following limitations are created to preserve the safety of all monuments:

- Minimum thickness for die up to 32" high (81cm) must be 6" (15cm)
- Minimum thickness for die over 32" high (81cm) must be 8" (20cm)
- Maximum thickness for die is 10" (25cm)

6) Marker Size

The maximum marker size shall be in accordance with the lot size as follows:

- Infant lot - 16" long x 10" wide x 4" deep (40cm x 25cm x 10cm)
- Cremation lot – 24" long x 18" wide x 4" deep (60cm x 45cm x 10cm)
- Single lot – 24" long x 18" wide x 4" deep (60cm x 45cm x 10cm)
- Double or 2 grave plot – 42" long x 18" wide x 4" deep (107cm x 45cm x 10cm)
- 3 grave plot – 48" long x 18" wide x 4" deep (120cm x 45cm x 10cm)

7) Cornerstones and Footstones

Upon approval of the cemetery operator, the interment rights holder may, at their own expense, purchase and have installed cornerstones and/or footstones. The ongoing maintenance of the cornerstones and/or footstones are the responsibility of the interment rights holder.

Section 12 - Rules for Contractors and Their Employees

1) Contractors - Requirements

Prior to any contract work being performed within the cemetery approval is required by the cemetery operator and the interment rights holder through a permit process.

In addition to an approved permit, every contractor and subcontractor entering the cemetery must provide the cemetery operator with proof of registration with the Workplace Safety & Insurance Board (current WSIB Clearance Certificate) and proof of comprehensive liability insurance satisfactory to the Town and its insurers underwritten by an insurer licensed to conduct business in the Province of Ontario. Such insurance shall include:

- A minimum of not less than two million dollars ($2,000,000) per occurrence for general liability;
- The Corporation of the Town of Hanover shall be a named insured on the policy and the policy shall have a cross-liability provision for the named insureds;
- A minimum of not less than two million dollars ($2,000,000) for professional errors and omissions insurance liability.

The contractor and subcontractor shall obtain and keep in force throughout the term of the Agreement, automobile liability insurance for an amount not less than two million dollars ($2,000,000) on forms meeting statutory requirements covering all licensed vehicles used in any manner in connection with the performance of the terms of this Agreement.

The contractor and subcontractor shall provide thirty (30) days prior notice of an alteration, cancellation or material change in policy terms which reduces coverage for the Corporation.

The contractor and subcontractor shall provide the Town with proof of insurance prior to the commencement of work and from time to time as may be requested by the Corporation in the form of an insurance certificate.

The contractor and subcontractor shall immediately notify the Town of any occurrence, incident or event which may reasonably be expected to expose the Town to material liability of any kind in relation to the subject of this Agreement.

2) Contractors - Responsibilities

The demeanour and behaviour of all workers employed by others in the cemetery shall be subject to the Code of Conduct for the cemetery.
Workers shall cease work if within the immediate vicinity of a funeral, until the conclusion of the service.

Any worker who damages any lot, tombstone, monument or other structure or otherwise

does any injury or damage in the cemetery, shall be responsible for such damage or injury, as will their employer.

3) **Contractors - Time Restrictions**
Contractors, including gardeners, florists or their employees, shall not enter the cemetery on Sundays or statutory holidays for business purposes.

All work must be done during regular cemetery hours. No work shall commence that cannot be finished within operating hours, including cleanup.

Section 13 - Enforcement

Any person, organization or business who contravenes the provisions of this by-law is guilty of an offense and, upon conviction, is subject to the penalty set out in the *Funeral, Burial and Cremation Services At,* 2002, or the *Provincial Offences Act, R.S.O. 1990, c. P. 33.*

Section 14 – Severability

If any section of this by-law, or parts thereof, are found by a court to be non-enforceable, such section, or parts thereof, shall be deemed to be severable, and all other sections or parts of this bylaw shall be deemed to be separate and independent and continue to be in full force and effect.

Section 15 - By-Laws Repealed

By-law No. 2759-12 and By-law No. 2889-15, and all amendments thereto are hereby repealed in their entirety.

Section 16 - Effective Date

This By-law shall come into full force and effect upon the final passing thereof.

READ a FIRST, SECOND and THIRD TIME and FINALLY PASSED this 15th day of May, 2023.

[redacted]
Sue Paterson, Mayor

APPROVED / APPROUVÉ
By the Registrar, Funeral, Burial and Cremation Services Act, 2002, Bereavement Authority of Ontario
Par le Registrateur, Loi de 2002 sur les services funéraires et les services d'entreposage et de crémation, Directeur des services funéraires et cimetières de l'Ontario
Date: August 27, 2026

[redacted]
Vicki McDonald, Clerk