

THE CORPORATION OF THE MUNICIPALITY OF RED LAKE

BY-LAW No. 1704-12

BEING A BY-LAW TO REGULATE THE MAINTENANCE AND MANAGEMENT OF THE RED LAKE DISTRICT CEMETERY AND THE WOODLAND CEMETERY IN THE MUNICIPALITY OF RED LAKE

WHEREAS *the Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, c.33 (the "Act") and Section 150 of Ontario Regulation 30/11*, provides that the owner of a cemetery may pass by-laws affecting the operation of the cemetery; and

WHEREAS *the Funeral, Burial & Cremation Services Act, 2002, S.O. 2002, c.33 and Section 151 of Ontario Regulation 30/11* provides that no such by-law comes into force or takes effect until it is filed, with, and approved by the Registrar; and

WHEREAS the Red Lake District Cemetery and the Woodland Cemetery in the Municipality of Red Lake are owned by The Corporation of the Municipality of Red Lake; and

WHEREAS it is desirable and expedient to make provisions for the operation of the Red Lake District Cemetery and the Woodland Cemetery, including the use, maintenance, management and other protection of the cemeteries;

NOW THEREFORE the Council of The Corporation of the Municipality of Red Lake **HEREBY ENACTS AS FOLLOWS:**

PART I - INTERPRETATION AND DEFINITION

1. In this By-law unless the context shall otherwise require:
 - a) "Act" shall mean the *Funeral, Burial & Cremations Services Act, 2002, S.O. 2002, c.33*, including any Provincial Regulations made pursuant to said *Act*, and specifically *Ontario Regulation 30/11*.
 - b) "At Need Services" shall mean cemetery services that are required immediately.
 - c) "Burial" shall mean the opening and closing of an inground lot for the disposition of human remains or cremated human remains.
 - d) "By-Law" shall mean the rules and regulations under which the Cemetery operates.
 - e) "Care and Maintenance Fund" shall mean a trust fund in which all monies received by the Corporation for perpetual care of Lots and Markers has been invested. Interest earned from the fund is used to provide care and maintenance of Lots and Markers at the Cemetery.
 - f) "Cemetery" shall mean the Red Lake District Cemetery and the Woodland Cemetery and hereinafter shall be referred to as the "Cemetery".
 - g) "Cemetery Staff" shall mean an employee of the Corporation that has been delegated responsibility for administration of municipal cemeteries or his/her designate.
 - h) "Cemetery Plan" shall mean a Plan of the Cemetery approved by the Ministry of Consumer Services.
 - i) "Cemetery Services" shall mean services provided by a cemetery operator in respect of the interment of human remains or the scattering of cremated human remains at a cemetery and includes such services as may be prescribed.
 - j) "Clerk" shall mean the Clerk or designate of the Corporation.

PART I - INTERPRETATION AND DEFINITION - Continued

- k) "Columbarium" shall mean an aboveground structure designed for the purpose of interring cremated human remains in compartments or niches.
- l) "Columbarium Inscriptions" shall mean an engraved sunken lettering placed on the outside of the Columbarium to designate each niche with the occupant's name and year of birth and death.
- m) "Contract" for purposes of this by-law shall mean all purchasers of interment rights must sign a contract with the Corporation detailing obligations of both parties and the acceptance of the Cemetery By-Law.
- n) "Corner Posts" shall mean any stone or other landmark, utilized by the Corporation, set flush with the surface of the ground and used to identify and mark the boundaries or location of a grave or lot.
- o) "Corporation" shall mean The Corporation of the Municipality of Red Lake.
- p) "Council" shall mean the Municipal Council of the Corporation.
- q) "Cremation Grave" shall mean a burial space intended for the burial of one or two cremated remains.
- r) "Disinter" shall mean the removal of human remains from a closed or sealed lot.
- s) "Foundation" shall mean the concrete base on which Markers are placed.
- t) "Grave" shall mean any burial space intended for the burial of one full size casket and up to a maximum of four cremated remains.
- u) "Inter" means the burial of human remains and includes the placing of human remains in a lot.
- v) "Interment Rights" includes the right to require or direct the interment of human remains in a lot.
- w) "Interment Rights Certificate" shall mean the document issued by the Corporation to the purchaser once the interment rights have been paid in full, identifying ownership of the interment rights.
- x) "Interment Rights Holder" means a person who holds the interment rights with respect to a lot whether the person be the purchaser of the rights, the person named in the certificate of interment or such other person to whom the interment rights have been assigned.
- y) "Licensed Services" means cemetery services, crematorium services, funeral services and transfer services and includes interment rights and scattering rights and any other services that are sold or provided by a person licensed under this *Act* in the normal course of a business regulated under this *Act*.
- z) "Lot" shall mean an area of land in the Cemetery containing, or set aside to contain, human remains (also known as a grave).
- aa) "Marker" shall mean any monument, tombstone, plaque, headstone, cornerstone or other structure or ornament affixed to or intended to be affixed to a burial lot, mausoleum crypt, columbarium niche or other structure or place intended for the deposit of human remains.
- bb) "Ministry" shall mean the Ministry of Consumer Services.
- cc) "Niche" shall mean a hollow space in the Columbarium to place cremated remains.

PART I - INTERPRETATION AND DEFINITION - Continued

- dd) "Operations Superintendent" shall mean the Operations Superintendent or designate of the Corporation.
 - ee) "Pre-need Services" shall mean cemetery services that are not required to be provided until the death of a person alive at the time the arrangements are made.
 - ff) "Price List" shall mean the tariff of fees and charges for interment rights and Cemetery services.
 - gg) "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 by-law.
 - hh) "Registrar" shall mean the Registrar appointed to this position under the *Funeral, Burial and Cremation Services Act*.
 - ii) "Treasurer" shall mean the Treasurer or designate of the Corporation.
 - jj) "Vault" shall mean a sealed shell made of pre-cast concrete or equal material (metal, copper, etc.) as approved by the Operations Superintendent placed entirely below the surface of the ground. A vault may be refused where there is insufficient space. Above ground vaults are not permitted.
2. This By-Law may be cited as the "Cemetery By-Law".

PART II - CEMETERY PLAN

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

PART III - GENERAL ADMINISTRATION

- 7. Subject to the jurisdiction of Council, the Clerk, Treasury Department and Operations Department has complete control and management of the land, buildings, planning, roads, utilities, books and records of the Red Lake District Cemetery and the Woodland Cemetery and complete authority to administer this By-Law.
- 8. In addition to the Regulations set forth in this By-Law, Council may by by-law, make further regulations and may vary, alter, amend, or rescind any Regulations, but these shall only come into effect when approved by the Ministry.
- 9. The Clerk shall keep such Registers, Records and Books as are necessary for properly recording all matters, acts, deeds and things pertaining to the Cemetery, and as may be prescribed.
- 10. The Treasurer shall keep such books, accounts and records as are necessary for properly recording and exhibiting all financial matters pertaining to the Cemetery, and as may be prescribed.
- 11. All revenue and other monies belonging or pertaining to the Cemetery shall be paid and received by the Treasurer.
- 12. On an annual basis, the Corporation shall transfer from the Care and Maintenance Fund an amount not to exceed the income earned by the fund less any expenses incurred for the trustee's fees and these monies shall only be used for those purposes as provided for by the

Act.

PART III - GENERAL ADMINISTRATION - Continued

13. All fees and charges shall be in accordance with the Price List, which shall govern in all matters pertaining thereto.
14. The Corporation 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, columbarium niche, marker and except for direct loss or damage by gross negligence of the Corporation.

PART IV – MAINTENANCE AND IMPROVEMENT

15. The Clerk and the Operations Superintendent, in the management, maintenance and improvement of the Cemetery, shall have the power at all times to enter in and upon every part of the Cemetery, without permission, let or hindrance, and to do, perform and execute such work as may be necessary, desirable or expedient for any such purpose, and without in any way rendering the Corporation or themselves liable in damages or otherwise whatsoever.
16. For the aforesaid purposes plants or sod may be planted, maintained or moved on or from any part of the Cemetery, including a grave or lot.
17. No Interment Rights Holder or person shall do any work upon a lot or grave without the written permission of the Operations Superintendent.
18. Any flowers, plants, existing shrubs or trees planted in the Cemetery become the property of the Cemetery.
19. No Interment Rights Holder or person shall change the grading of his lot, and in case of any such change, the Corporation may restore the lot or grave to its original grade at the expense of the Interment Rights Holder.
20. The Corporation undertakes the grading, seeding, grass cutting and general care of the lot or grave.
21. In-ground plantings may be permitted on lots or graves, but shall be in keeping with the general plan of the Cemetery and are subject to the approval of the Operations Superintendent. No existing tree or shrub growing within any lot or grave may be removed or altered without the consent of the Operations Superintendent.
22. If any existing trees or shrubs situated in any lot or grave shall have become, by means of their roots, or branches, or in any other way detrimental prejudicial to the general appearance of the grounds or inconvenient to the public, the Operations Superintendent may remove such trees, or shrubs, or parts thereof. The Operations Superintendent or a Cemetery Staff may trim any existing trees or shrubs, at any time, if it interferes with any interment, encroaches on another grave or if it is deemed unsafe.
23. Natural and artificial flowers, vases, urns and flower stands not properly cared for may be removed from the lot or grave; and any stand, holder vase or other receptacle for flowers which are unsightly or unsuitable may be prohibited or removed by the Operations Superintendent. Glass or ceramic vases are prohibited.
24. Borders, fences, railings, walls, cut-stone copings, concrete or stone borders and hedges in or upon any lot or graves are prohibited. Existing enclosures, which by reason of neglect or age have become unsightly, may be removed.
25. Rubbish shall not be thrown out on roads, walks or any part of the Cemetery and shall be disposed of in designated receptacles.
26. Implements or materials used in doing any work within the Cemetery shall be removed without delay and if this is not done, the Operations Superintendent may remove the same.
27. The Corporation shall not be responsible for loss of or damage to any portable articles left upon any lot or grave.
28. The Corporation 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.

PART V – CONTRACTS, CERTIFICATES & CONSENT FORMS

29. Prescribed forms will be utilized and may be modified from time to time as necessary to address this By-Law and administrative procedures in place to enact this By-Law.

PART VI – SALE, REPURCHASE & TRANSFER OF INTERMENT RIGHTS

30. In order to facilitate the orderly and economic development of the Cemetery Interment Rights locations, immediate need single graves shall be sold in rotation and no selection thereof shall be permitted.
31. The Treasurer shall have charge of the sale of Interment Rights and all sales shall be at the prescribed fees and charges as set forth in the Price List. Fees and charges may be invoiced and paid following interment at the discretion of the Treasurer.
32. The sale by the Treasurer of Interment Rights shall be deemed cancelled unless within 10 days thereafter the purchaser makes payment to the Treasurer of the prescribed sale price.
33. The Corporation permits the transfer of Interment Rights as long as the purchaser meets the qualifications and requirements as outlined in this By-Law.
34. The Corporation prohibits the resale of Interment Rights to a third party and will repurchase these rights at the price listed on the current Price List. The Corporation is not required to repurchase unused Interment Rights in a lot if the Interment Rights in the lot has been exercised.
35. Upon the sale of Interment Rights and on full payment of the required fees, the Treasurer shall record the particulars thereof and deliver to the Purchaser a receipt, Contract, Certificate of Interment Rights and a copy of the Cemetery By-Law. The receipt and Certificate of Interment Rights shall indicate the lot or grave number as shown on the Cemetery Plan.

The Certificate of Interment Rights shall not be provided to the Purchaser unless the fees have been paid in full.

36. Cancellation of Interment Rights **within** the 30 Day Cooling-Off Period. A Purchaser has the right to cancel an interment contract within thirty (30) days of signing the interment rights contract, by providing written notice of the cancellation to the cemetery operator. The cemetery operator will refund all monies paid by the purchaser within thirty (30) days from the date of the request for cancellation.

If the interment rights have been exercised, the purchaser or the interment rights holder(s) are not entitled to cancel the contract or re-sell the interment rights.

37. 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 cancel the contract and issue a refund to the purchaser for the amount paid for the interment rights 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 notice. If the interment rights certificate has been issued to the interment rights holder(s), the certificate must be returned to the cemetery operator along with the written notice of cancellation.

If the interment rights have been exercised, the purchaser or the interment rights holder(s) are not entitled to cancel the contract or re-sell the interment rights, and no refund will be permitted.

38. To ensure the correctness of records of Interment Rights Holder and interments, no transfer of any Interment Rights or any interest therein, shall be binding upon the Corporation until the prescribed administration fee, as set forth in the Price List, has been paid and a new Certificate of Interment Rights has been issued.
39. No transfer or transmission of an Interment Right, which prior thereto has not been placed under the Care and Maintenance Fund, shall be recorded by the Treasurer unless and until it is placed under such Fund.

PART VI – SALE, REPURCHASE & TRANSFER OF INTERMENT RIGHTS - Continued

40. No sale or transfer of any Interment Rights shall be made or recognized by the Corporation until all arrears due for upkeep or purchase have been paid.
41. In the case of a request received by the Corporation for transmission of ownership by Interment Rights by reason of a bequest made in a validly executed Last Will and Testament, the Corporation 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.
42. In case of succession, the following will be required in addition to Clause 41 above:
 - (i) Where the deceased Interment Rights Holder has left a Last Will and Testament or a Certificate 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.
 - (ii) 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.
 - (iii) 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.
 - (iv) Where the Interment Rights Holder wishes to transfer such rights during his or her lifetime, the Rights Holder shall so advise the Corporation 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 and Charges as established from time to time, and in compliance with all other provisions of the Cemetery By-Law.

43. Any holder of Interment Rights which have not heretofore had the required payment made to the Care and Maintenance Fund, may pay to the Treasurer the amount specified in the Price List on the classification of his Interment Right, and the money so paid shall be set aside for the Care and Maintenance Fund. *(This applies only to lots purchased prior to January 1, 1955.)*
44. In the case of application being made by an Interment Rights Holder for a Marker Permit or Burial Permit for an Interment Right which has not heretofore been placed under the Care and Maintenance Fund, there shall be paid to the Treasurer the amount specified in the Price List for care and maintenance calculated on the classification of the Interment Right, of which the whole amount shall be set aside for Care and Maintenance, and no such Marker Permit or Burial Permit shall be granted until such sum has been paid.
45. The purchase price of Interment Rights shall be set forth in the Price List and shall include Care and Maintenance.
46. The Corporation may charge an administration fee to record the resale and transfer of interment rights (issue new interment rights certificate).

PART VII - INTERMENTS & REMOVALS

47. No burial other than that of the body or remains of a human being shall be permitted in those specific areas designated, as such, within the Cemetery.
48. Pets or other lower animals, including cremated animal remains, are not allowed to be buried on cemetery grounds.
49. A Burial Permit or Cremation Certificate must be presented to the Clerk or designate before an interment will be permitted. All interments, including cremated remains must receive approval by the Clerk and all proper forms and contracts must be filled out before any

interment.

PART VII - INTERMENTS & REMOVALS - Continued

50. No interment shall be permitted on any lot or grave on which care and maintenance charges or the purchase price have not been paid.
51. Interment Rights Holders shall not allow interments to be made in any lot or grave for remuneration.
52. No interment shall be permitted unless the death has been duly registered as required by law. Exception to the rule: No burial permits are issued by the Registrar for fetuses or remains under 20 weeks of gestation. The Cemetery can accept these remains on compassionate grounds if there is a release paper from the hospital.

This is not considered an interment under the *Act* but is to be treated as one.
53. The Corporation assumes no responsibility for damages should an interment be made in a wrong location due to wrong or insufficient information.
54. The Corporation reserves, and shall have the right to correct any errors that may be made by it either in making interments, disinterments or removals, or in the description, transfer or conveyance of any interment property, either by canceling such conveyance and substituting any conveying in lieu thereof other interment property of equal value and similar location as far as possible, or by refunding the amount of money paid on account of said purchase. In the event such error shall involve the interment of the remains of any person in such property, the Corporation reserves, and shall have the right to remove or transfer such remains so interred to such other property of equal value and similar location as may be substituted and conveyed in lieu thereof, and all charges incurred shall be borne by the Corporation.
55. No burial shall be permitted unless and until the lot or grave wherein the same is to take place, is placed under the Care and Maintenance Fund.
56. No interment shall be made unless it is made a sufficient depth to give a covering of at least 2' (feet) of earth over the outside cover or shell of the coffin or other receptacle. The total depth of a cremation lot is to be 2' (feet).
57. No person other than an employee of the Cemetery shall open any grave for the purpose of burial or removal of a body.
58. No interment shall be made on a Sunday or Public Holiday except on a doctor's certificate that burial must be made within twenty-four hours of death in accordance with the regulations of the Ministry of Health for the control of communicable diseases, or unless prior arrangements have been made with the Corporation.
59. No interment shall be made unless forty-eight hours notice of application of interment has been made to the Operations Superintendent, or unless approved by the Operations Superintendent.
60. Full burial interments are permitted between the hours of 9:00 a.m. to 2:00 p.m. on Mondays to Fridays. Cremations are permitted between the hours of 9:00 a.m. to 3:30 p.m. on Mondays to Fridays. Full burial interments and cremations are permitted between the hours of 10:00 a.m. to 2:00 p.m. on Saturdays. Additional late overtime fee is applicable if Corporation provides services beyond normal hours on Monday to Friday.

All interments require written approval from the Operations Superintendent. Due to extenuating circumstances, any other requested times must be pre-arranged with written approval from the Operations Superintendent.

61. A Disinterment Consent Form shall be completed for all disinterments. No full burial disinterment shall be made without the written consent of the local Medical Officer of Health and the owner of the lot or grave, except on an order from the Court or as provided with the requirements of the *Act*, and the regulations and the disinterment shall be conducted under the supervision of the Medical Officer of Health. For the disinterment of cremated remains the presence of a Medical Officer of Health is not required but all other rules and regulations apply. The members of the public, friends, family and relatives shall not be allowed at the cemetery during disinterment except by special authority of the Clerk. Family members and

friends may be present when the remains are re-interred.

PART VII - INTERMENTS & REMOVALS - Continued

62. Prior to every burial, there shall be a duly executed contract and the person signing such contract shall be responsible for all charges in connection therewith. These contracts are to be filled out at the Municipal Office by the Cemetery Staff.
63. The co-mingling (the mixing of the cremated remains of two (2) or more persons) of ashes is allowed only if a certificate of cremation is received for each deceased person and the applicable fee(s) paid.
64. In those cases where a body has been buried in a grave at sufficient depth, ashes remaining from the cremation of the body of a deceased person may be buried upon such grave, and more than one burial shall be permitted in any lot, to a maximum of five (5) interments total, this being a combination of casket and ash burials. If the cremated remains must be removed in order for the burial of a casket to take place a disinterment fee for each cremated remains moved will apply.
65. Cremated remains may be interred in a suitable container approved by the Operations Superintendent. Only one full body allowed in each casket or coffin. Cremated remains may be interred on top of the casket or coffin with approval from the Operations Superintendent.

PART VIII – MARKERS

66. No Marker shall be placed in the Cemetery prior to completion of a Contract of Purchase of Interment Rights and/or Interment Services and the written permission of the Operations Superintendent.
67. The Corporation reserves the right to enter onto the lot and remove any marker or other structure that has been installed if payment of the Marker Contract for the marker is in default. All costs to remove the markers shall be at the owner's expense.
68. Markers placed by anyone other than the Interment Rights Holder may be removed by the Corporation. All costs to remove the markers shall be at the owner's expenses.
69. All Markers shall be constructed of material approved by the Operations Superintendent. All flat markers shall be set flush with the surface of the ground. All markers are to be attached to the base by a pin(s) and/or sealant.
70. Only flat markers constructed of material approved by the Operations Superintendent shall be permitted in Cremation lots.
71. The foundations for Markers shall be constructed to specifications as approved by the Operations Superintendent.
72. Any Interment Rights Holder of any lot or grave having authorized the erection or construction of any Marker improperly placed or that interferes with or prevents the interment of any body in the Cemetery shall remove the said Marker at his own expense, and on failure to do so at the request of the Operations Superintendent, the Operations Superintendent shall do so forthwith and the Treasurer shall charge the cost of removal of said Marker to the Interment Rights Holder.
73. The Corporation shall be responsible for keeping all Markers level and upright or put in a safe position.
74. Any Marker, or an inscription on a Marker upon any lot shall be in keeping with the dignity and decorum of the Cemetery.

PART VIII – MARKERS - Continued

75. Only one upright marker and up to four flat markers are allowed per grave. Graves will be judged individually depending on location of remains in grave, with final approval from the Operations Superintendent.
76. Every contractor employed to erect Markers or to do any other work in the Cemetery shall first present an application to the Operations Superintendent signed by the Interment Rights Holder of the lot or grave, requesting permission to employ such contractor to do the work therein specified. This application shall designate the lot or grave.

It is a requirement of the contractor to comply with legislation such as: Worker's Compensation, Occupational Health and Safety, Environmental Protection, WHIMIS, etc. It is also a requirement of the contractor to provide evidence of liability insurance of not less than \$2 million.

77. The demeanor and behaviour of all workmen employed by others in the Cemetery shall be subject to the control of the Operations Superintendent.
78. Contractors, masons, and stone-cutters or other workmen who have received permission to do any work in the Cemetery shall lay appropriate material (planks, plywood, etc.) on the lots and paths over which heavy materials are to be moved, in order to prevent damage on the lots and paths and shall leave the area in which work was carried out in a neat and orderly condition.
79. Workmen shall cease work in the immediate vicinity of a funeral, until the conclusion of the service.
80. All work must be carried out during regular Cemetery hours, in the presence of a Cemetery employee, unless by written permission of the Operations Superintendent.
81. No work shall be carried out on a Saturday, Sunday or a Holiday observed by employees of the Corporation, unless by written permission of the Operations Superintendent.
82. No Markers shall be erected from October 15th to May 15th, unless weather permits otherwise. Written approval is required from the Operations Superintendent.
83. Heavy loads shall not be permitted in the Cemetery when roads are in an unfit condition to permit their use without damage.
84. No Marker shall be delivered at the Cemetery until the preparation is completed and the contractor is ready to proceed with the work.
85. All implements and materials used in the performance of any work by outside contractors shall be placed where the Operations Superintendent may direct, and all rubbish and surplus earth shall be removed in such a manner and at such time and to such place as the Operations Superintendent may order. Failure to comply will result in any obstruction being removed and the expense charged to the Interment Rights Holder of the lot.
86. Any workman who damages any lot, Marker, or otherwise does any injury in the Cemetery, shall be personally responsible for such damage or injury and in addition thereto, his employer shall also be liable and subject to remediation costs.

PART X - COLUMBARIUM

87. All interments in a Columbarium must be approved by the Operations Superintendent. All proper forms and contracts must be filled out.
88. All cremated remains containers must be approved by the Operations Superintendent. They are to be within the decorum of the Cemetery. Each niche may hold two containers of cremains, or one double container. Containers must adhere to the size specifications of the niche.
89. Only Cemetery Staff or designate have access to the interior of the Columbarium. Cemetery Staff or designate shall close the niche. The cremains must be placed in the appropriate niche/compartment by Cemetery Staff or designate.
90. No mementos of monetary value are to be left in the niches/compartment.
91. All inscriptions are to be of uniform in character as per the Operation's Superintendent direction.
92. Flowers/wreaths may be laid at the base of the Columbarium on the date of interment only. They will be removed one week after interment.

SCATTERING CREMATED REMAINS

93. The Corporation does not permit the scattering of cremated remains on municipal property.

PART XI – GENERAL REGULATIONS

94. During a burial service, all work in the immediate vicinity shall cease.
95. Children under the age of twelve years shall not be admitted to the Cemetery except under the charge of an adult, who shall be responsible for their good conduct.
96. No vehicle shall be driven at a rate of speed greater than five kilometres per hour, nor parked or left in or upon any portion of the Cemetery except upon driveways thereof.
97. No vehicle shall be parked or left on any driveway so as to obstruct traffic and whenever required the person in charge thereof shall remove the same.
98. No recreational vehicles (snowmobiles, ATV's, off-road vehicles, etc.) are permitted in any part of the Cemetery. No activities such as skiing, snow sliding, roller-blading or skate boarding are allowed in any part of the Cemetery.
99. The owner of any vehicle as well as any person in charge thereof shall be liable for any damage or injury caused or sustained by or through the same in the Cemetery in violation of any of the provision of this By-law or of the Regulations.
100. No commercial vehicle except a hearse shall be allowed in the Cemetery unless making deliveries of materials required for Cemetery purposes.
101. No pets are permitted within the Cemetery.
102. No person shall write upon, deface, mark or injure any monument, fence or other structure or any tree.
103. No person shall break, injure or interfere with any tree or shrub, or pick, injure or remove any flower, wild or cultivated.
104. No person shall carry or bring any firearms within the Cemetery or discharge the same therein, except in connection with a Military funeral.

PART XI – GENERAL REGULATIONS - Continued

- 105. No person shall pay any money to any Cemetery employee in reward for any personal services or attention.
- 106. Any person disturbing the quiet or good order of the Cemetery by noise or other improper conduct, or who shall violate any of the By-laws or Regulations shall be compelled to leave the grounds forthwith.
- 107. Except when otherwise specially ordered by the Council, the Cemetery will be open daily to visitors.

PART XII - IMPLEMENTATION

- 108. By-Law Numbers 675-06 and 1085-08 of the Municipality of Red Lake are hereby rescinded.
- 109. This By-Law shall take effect and come into force upon approval of the Ministry of Consumer Services for the Province of Ontario.

READ a FIRST and SECOND TIME this 19th day of **November, 2012.**

Phil T. Vinet, Mayor

Shelly L. Kocis, Clerk

READ a THIRD TIME and FINALLY PASSED this 19th day of **November, 2012.**

Phil T. Vinet, Mayor

Shelly L. Kocis, Clerk