

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE
By-law number 2025-068

being a by-law to maintain, manage, regulate and control
Woodland Cemetery

Whereas, Section 10 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, authorizes municipalities to provide any service that the municipality considers necessary or desirable for the public; and

Whereas the Funeral, Burial and Cremation Services Act, 2001, S.O. 2002, C3, (FBCSA) provides that by-laws may be passed by the owner affecting the operations of the cemetery; and

Whereas Section 151 of Ontario Regulation 30/11 (O. Reg. 30/11) made under the Act provides that no cemetery by-law is effective until it is filed with and approved by the registrar appointed under subsection 3 (1) of the Act; and

Whereas the subject by-law was filed with the registrar and received approval on; and

Whereas it is expedient to pass a by-law for the maintenance, management, regulation and control of the Woodland Cemetery owned by the Corporation of the Township of Southgate;

Therefore be it resolved that the Council of the Corporation of the Township of Southgate enacts as follows:

That this by-law be referred to as the "Woodland Cemetery By-law"; and

Part 1: Definitions

Part 2: Duties of the Corporation of the Township of Southgate

Part 3: Duties of the Cemetery Secretary

Part 4: Sale and Transfer of Interment Rights

Part 5: Interments and Disinterment's

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Part 7: Care of Lots

Part 8: Monuments and Markers–General Information

Part 9: Rules for Monument Dealers, Contractors and Worker

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Part 1: Definitions

- 1.1 "Act" shall mean the Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, c. 33, as amended.
- 1.2 "Bereavement Authority of Ontario (BAO)" means the government delegated authority who administers provisions of the FBCSA, as amended, on behalf of the Ministry of Public and Business Service Delivery and Procurement.
- 1.3 "Cemetery" shall mean the Woodland Cemetery, located on Concession 8 S Pt Lot 10, Former Township of Egremont, County of Grey, further described as 083925 Southgate Road 08, Mount Forest, Ontario, N0C 2L0.
- 1.4 "Caretaker" shall mean the current caretaker of the Woodland Cemetery as determined by the Township of Southgate.
- 1.5 "Care and Maintenance Fund" shall mean a prescribed amount or a percentage of the purchase price (excluding tax) of all interment and scattering rights sold, transferred, assigned or permitted, and prescribed amounts for monuments and markers. If no scattering rights are sold but scattering is permitted a prescribed amount must be contributed to the fund when the scattering is conducted. Interest earned from this fund is used to provide care and maintenance of lots, plots, markers and monuments at the cemetery.
- 1.6 "Certificate of Interment Rights" shall mean the certificate issued by the Corporation of the Township of Southgate 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.
- 1.7 "Contract" - For purposes of these by-laws, all purchasers of interment or scattering rights, or other cemetery supplies and services must receive a copy of the contract they and the cemetery operator have signed detailing the obligations of both parties, and acknowledging receipt and acceptance of the cemetery by-laws, a copy of the Consumer Information Guide and the Price List.
- 1.8 "Corner Marker/Corner Posts/Corner Stones" – see "Marker"
- 1.9 "Corporation" shall mean the Corporation of the Township of Southgate.
- 1.10 "Fees & Charges" shall mean the current fees and charges as approved

by the Council of the Corporation of the Township of Southgate.

- 1.11 "Grave" (Also known as a Lot) means any inground burial space intended for the interment of a child, adult or cremated human remains and having a size of 1.22 meters (4 feet) by 3.05 meters (10 feet).
- 1.12 "Interment Rights" shall mean the right to require or direct the interment of human remains or cremated human remains in a grave, lot, niche or crypt and to authorize the installation of a monument or marker.
- 1.13 "Interment Rights Holder" shall mean the person(s) 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.
- 1.14 "Lot" shall mean an area of land in a cemetery containing or set aside to contain human remains.
- 1.15 "Marker" shall mean any permanent memorial structure including a flat marker, upright marker or monument, tombstone, headstone, corner marker or stone, or plaque affixed to or intended to be affixed to a lot, plot, columbarium niche or other structure, grounds or place intended for the deposit of human remains.
 - i. "Corner Markers /Corner Posts / Corner Stones" shall mean the stones being a size of 6" X 6" and set flush with the surface of the ground used to indicate the corners of a lot or plot.
 - ii. "Flat Marker" shall mean any permanent granite, marble or bronze marker set flush with the surface of the ground not including corner markers.
 - iii. "Monument or Upright Marker" shall mean any permanent granite, marble or bronze monument or marker projecting above ground level.
- 1.16 "Ministry" shall mean the Ministry of Public and Business Service Delivery and Procurement.
- 1.17 "Plan" shall mean the plan of the cemetery, filed with the Bereavement Authority of Ontario.
- 1.18 "Plot" shall mean a lot in which the rights to inter have been sold as a unit.

- 1.19 "Secretary" shall mean the Secretary of the Woodland Cemetery, as determined by the Township of Southgate.

Part 2: Duties of the Corporation of the Township of Southgate

- 2.1 The Corporation of the Township of Southgate reserves full and complete control and management of the land, buildings, plantings, roads, utilities, books and records of the cemetery and complete authority to administer this by-law.
- 2.2 No interment or removal of bodies shall take place without notice to the Secretary of the Cemetery and he/she shall see that a proper burial permit or other certificate required by law is furnished to him/her in each instance.
- 2.3 The Corporation distinctly disclaims all liability for loss or damage from causes beyond their control and especially from damage caused by the elements and acts of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, accidents, invasion, insurrections, riots, or order of any military or civil authority, whether damage be direct or collateral.
- 2.4 The Corporation shall take reasonable precautions to protect the property of interment rights holders, but they assume no liability or responsibility for the loss of or damage to any article that is placed on any lot.
- 2.5 Under 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.
- 2.6 Full body or cremated pet remains are not allowed to be interred or scattered anywhere on cemetery grounds.
- 2.7 The Cemetery has the right at any time to re-survey, enlarge, diminish, re-plot, change or remove plantings, grade, close pathways, or roads, alter in shape, or size, or otherwise change all or any part of the cemetery, subject to approval of the appropriate authorities and consent from the Registrar, FBCSA, BAO, where necessary.
- 2.8 The cemetery shall be governed by these by-laws, and all procedures will comply with the FBCSA and O. Reg. 30/11 and 184/12, which may be amended periodically. All by-laws and by-law amendments are subject to the approval of the Registrar, FBCSA, BAO.

Part 3: Duties of the Cemetery Secretary

- 3.1 It shall be the duty of the Secretary of the Cemetery who shall have the authority on behalf of the Corporation as follows:
 - 3.1.2 To receive all monies for the sale of Interment Rights and for the Care and Maintenance Fund, and all other monies or property given, allocated, bequeathed or set aside for the upkeep or care of any lot or portion of the cemetery and all other monies and property receivable by the Corporation with respect to the cemetery.
 - 3.1.3 To set aside for Care and Maintenance monies received on the sale of Interment Rights and monies received for the placement of monuments and markers as prescribed by the regulations under the Act, and to set aside all other monies received for that purpose. To set aside for the purpose of upkeep and care of any lot or portion of the cemetery any monies or other properties given, allocated, bequeathed or set aside for such purposes and to invest same, in such securities as may from time to time be authorized by the provisions of the Trustees Act or the FBCSA, as amended.
 - 3.1.4 To receive and transfer, all interest received from the Care and Maintenance Fund investments and all interest and other income from monies invested or from other property given, allocated, bequeathed or set aside for the purpose of the upkeep and care of any lot or portion of the cemetery.

Part 4: Sale and Transfer of Interment Rights

- 4.1 Interment Rights may only be purchased from the administrative office of the Township of Southgate at the rate in the current approved Fees and Charges By-law. Prices for interment rights shall include the applicable portion for deposit to the Care and Maintenance Fund. Interment Rights may not be purchased or sold elsewhere.
- 4.2 Purchase of Interment Rights acquires only the right and privilege of the burial of human remains or cremated remains and of installing markers or monuments subject to legislation.
- 4.3 Payment of Interment Rights shall be made at the Township of Southgate Administration Office. Payment for lots and services shall be in accordance with the Fees and Charges in effect at the time of purchase.
- 4.4 Each purchase of a lot shall be entitled to an Interment Rights Certificate. Such certificate shall only be issued when all applicable fees have been paid.

No monument or marker shall be placed on any lot until all charges have been paid.

- 4.5 The Secretary will provide each Rights Owner at the time of sale with:
- i. a copy of the Contract;
 - ii. a copy of the Woodland Cemetery By-law;
 - iii. upon payment in full, a Certificate of Interment Rights;
 - iv. a *Guide to Death Care in Ontario*, as provided by the Bereavement Authority of Ontario; and
 - v. the price list.
- 4.6 Interment Rights Owners are required to provide the Secretary with any change of address.
- 4.7 Where a purchaser has entered into an Interment Rights Contract and all of the requirements have been met, the purchaser of interment rights is entitled to cancel the contract at any time within thirty (30) days of the date the signed contract is delivered to the purchaser by giving the Corporation written notice of the cancellation, as set out in the Act and regulation(s) and where no interments have taken place. Where a written notice of cancellation of an Interment Rights Contract is received, within thirty (30) days after receiving the notice, the Corporation shall refund to the purchaser of interment rights all money received under the contract, including the Care and Maintenance Fund contribution, together with any amounts that are prescribed under the regulation(s).
- 4.8 The cemetery operator prohibits the resale of interment or scattering rights to a third party. If the interment rights holder wishes to cancel their interment rights contract after 30 days, the cemetery operator will refund/repurchase the interment rights at the price listed on the current price list, less any care and maintenance contribution amount previously paid.
- 4.8 The cemetery operator reserves the right to refuse to cancel a contract for interment or scattering rights if a portion of the interment or scattering rights has been exercised (for example, one lot in a plot has been used).
- 4.9 To cancel a contract for interment/scattering rights, the interment/scattering rights holder must provide the cemetery operator with written notice of cancellation and the interment/scattering rights certificate, which must be endorsed by the rights holder(s), transferring all rights, title and interest back to the cemetery operator. The aforementioned paperwork must be completed before the cemetery operator will reimburse the rights holder(s).

- 4.11 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 operator 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 operator and the following must be provided.

The interment/scattering rights certificate endorsed with the following:

- A statement signed by the rights holder selling the rights, acknowledging the transfer to the third-party.
- A signed confirmation by the cemetery operator that the person transferring the rights is shown as the rights holder in the cemetery's records. Should the interment or scattering 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.
- The date on which the rights were transferred to the third-party (transferee).

The name and address of the transferee.

- A written statement regarding the lots/scatterings 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 operator from the rights holder(s), the cemetery operator will issue a new interment or scattering rights certificate to the transferee(s), and the transferee(s) shall be considered the current interment or scattering rights holder(s) of the interment or scattering rights. The resale or transfer of the interment or scattering rights shall be considered final and the cemetery's Public Register will be updated.

- 4.11 In the case of a transfer of interment/scattering rights, an administration fee applies for the cemetery operator 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.

Part 5: Interments and Disinterment's

- 5.1 No interments or disinterment's shall take place between December 15 and April 1 of any year, except for columbarium interments or as otherwise instructed to do so by a Medical Officer of Health.
- 5.2 Not more than one burial shall be made in any single grave except:
- (i) the cremated remains of not more than four persons;

- (ii) a 60.96 cm X 30.48 cm (24" X 12") minimum infant container may be buried at the head end of a single grave in which a casket containing human remains has been buried, provided space is available.
- 5.3 Remains must be delivered to the cemetery for interment in a closed casket or rigid container. Bodies delivered or presented only in a shroud will not be accepted for interment. It is recommended that remains to be buried in a grave shall be enclosed in a container or vault. The container or vault must be of a size to permit burial within the size of the lot.
- 5.4 All interments must be authorized in writing by the Interment Rights Holder except for the interment of the Interment Rights Holder. 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).
- 5.4 The Caretaker of the cemetery or someone in the employ of the Corporation shall be in attendance at each interment.
- 5.5 A burial permit issued by the Division Registrar, showing that the death has been registered and the fee for the opening of the lot according to the fee found in the current fees and charges, must be deposited with the Secretary before interment can take place, except on Saturday's, Sunday's and Statutory Holidays when the Cemetery Caretaker may accept the burial permit and fee.
- 5.6 In the case of a cremation interment or columbarium interment, the original cremation certificate and the prescribed fee for this service according to the current fees and charges must be deposited with the Secretary, except on a Saturday's, Sunday's and Statutory Holidays when the Cemetery Caretaker may accept the certificate and fee.
- 5.7 Persons requesting interments in plots shall be held responsible for charges incurred.
- 5.8 When interment rights in a lot/plot are held jointly by two or more persons, an order will be accepted from either or any of them or their authorized representatives for interment in such part of the plot as may be requested.
- 5.9 No lot shall be opened for interment or disinterment by any person not in the employ of or under the direction of the Corporation, except under special circumstances and by permission of the Corporation.

- 5.10 The cemetery retains the right of passage over every grave so that the cemetery operations may be performed effectively.
- 5.11 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.
- 5.12 For each interment there will be an opening and closing in accordance with the fees and charges by-law for the Township of Southgate.
- 5.13 No interment shall be permitted in any lot where the interment rights have not been paid in full.
- 5.14 The Corporation 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 Corporation may either cancel such grant or substitute other interment rights or lot of equal or greater value and similar location, as far as is reasonably possible or refund all money paid on account for such purchase. Notice will be given personally to the Rights Owners. If necessary, it may be mailed to the Rights Owners or their legal representatives at the last appearing address in the record books of the Corporation. In the event any such error may involve the disinterment of remains, the Corporation shall first obtain the approval of any regulatory authority and the interment rights owner.
- 5.15 The Corporation shall not be held responsible for any errors made for any funeral arrangements made over the phone. These arrangements should be verified in writing.
- 5.16 Notice of each interment to be made shall be given to the Secretary of the Cemetery at least 48 hours in advance, 8 hours of which must be regular working hours. The Corporation cannot be held responsible for having lots prepared for funerals unless such notice is given.
- 5.17 No person shall remove human remains, from a cemetery without the Interment Right's Holder's permission. A certificate from a Medical Officer of Health and the Corporation confirming that the Act and the regulations have been complied with shall be affixed to the container. A burial certificate under the Vital Statistics Act is not required to reinter human remains that have been disinterred according to the Act and regulations. Scattered remains cannot be recovered.

- 5.18 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) as per FBCSA, Section 102.1.
- 5.19 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 operator has the right to request that a licensed funeral director be present for the disinterment at the expense of the party authorizing the disinterment.
- 5.20 Disinterments will be scheduled at a day and time designated by the cemetery operator. The cemetery operator 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.
- 5.21 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.
- 5.22 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, niche or mausoleum space from which a disinterment has occurred, is transferred or resold, the new interment rights holder must be made aware of the previous

Part 6: Scattering Gardens

- 6.1 The Woodland Cemetery does not have a scattering gardens, and the scattering of cremated remains is prohibited.

Part 7: Care of Lots

- 7.1 All lots shall be properly maintained by the Corporation.
- 7.2 No person shall do any work upon a burial lot without the permission of the caretaker.
- 7.3 Dwarf evergreens are permitted only on lots having a monument and only one shall be planted on either side of the monument. All plantings must be approved by the caretaker.
- 7.4 The height of such shrubs and/or ornamental trees shall at no time exceed

.91 meters (3 feet) above adjacent ground level.

- 7.5 The diameter of such shrubs and/or ornamental trees at their widest point, including all foliage shall at no time exceed 35.56 cm (14"), or obstruct adjacent lots.
- 7.6 If any trees or shrubs situated in any lot shall have become, by means of their roots or branches or in any other way, detrimental to the adjacent lots, drains, roads or walks or prejudicial to the general appearance of the grounds or inconvenient to the public, the Corporation may remove such trees, shrubs, or parts thereof, after 30 days notice to the Interment Rights Holder.
- 7.7 No glass containers of any kind are allowed in the cemetery at any time.
- 7.8 Nails, wires, wooden crosses, articles of glass or pottery or any other material that creates a hazard to workmen and to visitors when neglected or broken is not allowed in the cemetery and if found will be removed by the cemetery staff.
- 7.9 Borders, fences, railings, walls, cut-stone coping and hedges in or around lots are prohibited.
- 7.10 No Interment Rights Holder shall change the grading of their lot. In case of any such change, the Corporation may restore the lot to its original grade at the expense of the interment rights holder.
- 7.11 No unauthorized person shall sod, move cornerposts or lot markers.
- 7.12 The Corporation shall not be responsible for loss or damage to any articles left upon any lot.
- 7.13 Vases, urns and flower stands not properly cared for and not filled with plants by the twentieth of June in any year may be removed from the lot and any stand, holder vase or other receptacle for flowers deemed unsightly or unsuitable by the Corporation may be prohibited and removed by the caretaker.
- 7.14 Flower beds not exceeding 45.72 cm (18") in width shall be permitted in front of the bases of the monuments and where there is no monument, can only be made by permission of and under the supervision of the caretaker, and if not replanted by June fifteenth may be resodded and charged to the Interment Rights Holder.
- 7.15 Potted plants must not be buried but must be placed on top of the ground as close to the monument base as practical.
- 7.16 Those who place potted plants or urns not planted by the Corporation, are responsible for their upkeep and must be removed by September 15th.

- 7.17 Cement urns are allowed to remain after September 15th but must be placed upside down as close to the monument as possible.
- 7.18 Artificial wreaths without glass or plastic covers are allowed to be placed on the lot after October fifteenth provided, they are securely fastened to the monument or where there is no monument, mounted on a stand of at least 76.20 cm (30") high and securely anchored to the ground.
- 7.19 To preserve the proper appearance of the grounds, artificial wreaths must be removed before May 1st of each year; otherwise, Corporation authorities will remove them. Casket saddles are excepted.

Part 8: Monuments and Markers – General Information

- 8.1 Only authorized personnel of the Cemetery and/or approved monument dealers, contractors or workers are authorized to install, change, repair or remove monuments or markers in the Cemetery.
- 8.2 Prior to the installation of a monument or marker in the cemetery the prescribed fee, as set out in the Act shall be paid to the Cemetery's Care and Maintenance Fund.
- 8.3 No monument or other structure shall be erected or permitted on a lot until charges have been paid in full.
- 8.4 All installations of monuments and markers and their foundations shall be arranged for by the Interment Rights Holder through monument dealers or contractors subject to the conditions of this by-law.
- 8.5 No monument, footstone, marker or memorial of any kind shall be placed, moved, altered or removed without permission from the Corporation.
- 8.6 No inscription shall be placed on any monument which is not in keeping with the dignity and decorum of the cemetery as determined by the Corporation.
- 8.7 Candle holders and vases may constitute part of a monument if they are made principally of bronze or stainless steel. If a translucent section is necessary, it must be made of an unbreakable, heat resistant glass or plastic material that is fire resistant.
- 8.8 No monument or marker will be delivered to the cemetery without the

request for installation form containing the following information:

- (i) the Interment Rights Owner's name/address,
- (ii) instructions for placement of the marker or monument,
- (iii) the dimensions in the case of a flat marker,
- (iv) in the case of a monument:
 - the dimensions of the die, height, width and length
 - the dimensions of the base, height, width and length
 - the overall size of the monument
 - a description of the monument; colour/design
 - the appropriate amount for the Care and Maintenance Fund in relation to the size of the marker/monument as set out on the Fees and Charges Price List must be paid prior to installation.

- 8.9 If a monument or marker in a cemetery presents a risk to public safety because it is unstable, the Corporation shall do whatever is necessary by way of repairing, resetting, or laying down the marker to remove the risk.
- 8.10 For the purpose of the regulations, a monument shall be understood to mean any permanent memorial projecting above ground level.
- 8.11 Minor scraping of the base portion of the upright monuments due to turf mowing operations is considered by the Corporation to be normal wear.
- 8.12 The Corporation will take reasonable precautions to protect the property of Interment Rights Holders, but it assumes no liability for the loss of, or damage to, any monument or part thereof except where such damage or loss is due to its negligence.
- 8.13 The Corporation reserves the right to determine the maximum size of monuments, their number and their location on each lot or plot. They must not be of a size that it would interfere with any future interments.
- 8.14 A double lot is allowed one upright monument and only 2 footstones or 4 cornerposts are allowed.
- 8.15 No monument other than a headstone may be erected on a single grave and only one headstone may be erected thereon.
- 8.16 The maximum size monument allowed on a lot is:
height 1.22 meters (4 feet), for all lot sizes

width 1.22 meters– 1.84 meters (4ft– 6ft)
base (minimum) 30.48 cm (12 inches)
base (minimum) 35.36 cm (14 inches) except where stones are
provided by the Ministry of Veteran’s Affairs.

- 8.17 The maximum width of a base is controlled by the width of the plot where it will be installed. No base shall be closer than 7.6 cm (3 inches) to the lot width side lines on which it is to be installed.
- 8.18 Only family names on back of monuments will be permitted.
- 8.19 Both sides of the stone cannot be used. Monuments cannot be placed “back-to-back” against another.
- 8.20 Monuments must be placed at the center of the head end of the lot except where alignment with existing nearby monuments justifies another location. Approval of the location must be obtained from the Corporation before a monument is set.
- 8.21 The minimum thickness of a die may be 15.24 cm (6 inches) to a height of 27 inches or the minimum thickness of a die over 27 inches in height must be 20.50 cm (8 inches) except where stones are provided by the Ministry of Veteran’s Affairs.
- 8.22 The die stones must be installed on a granite base. The height of the base shall be minimum of 20.3 cm. The top surface of the base must be both wider and longer than the die in order to provide a minimum border of 7.6 cm (3 inches) of the surface of the base exposed on all sides. Bottoms of the base shall be smooth sawn.
- 8.23 No foundations may be constructed after October 1st in any year and before May 1st the following year.
- 8.24 The foundation shall be built in the designated space in the proper dimensions of the monument base. If incorrect dimensions have been given on the application form signed by the Interment Right’s Holder and/or the supplier, the foundation must be immediately removed and rebuilt by the Corporation at the expense of the Interment Rights Holder. Foundations will not be less than 5 feet deep and they will be set at the Corporation’s direction:
- (i) the required concrete mix for foundations will be 20.5 MPA;
75mm slump
20 mm aggregate
5% +/- 1% air entraining agent

- trowel finish all edges,
- (ii) the surface of the area shall be flush with the surrounding ground level and shall provide a level surface free of defects,
 - (iii) foundations must be cured a minimum of 48 hours before placing the monument,
 - (iv) contractors shall be under the supervision of the Corporation
 - (v) no concrete shall be placed until a representative of the Corporation has approved the grades and all loose material is removed from the grade. The placing shall commence at the low point in the grade and the concrete shall be thoroughly consolidated to eliminate all air pockets and concrete that is partially set,
 - (vi) defective areas must be prepared to the approval of the Corporation. The finished concrete shall be protected from the wind, rain or sun during the curing by covering it completely with a piece of plywood having a minimum thickness of 1.27 cm (1/2 inch). All rubbish and excavated material shall be removed from the excavation site to a place designated by the Corporation.

8.25 Markers will be accepted for installation during regular working hours. If weather and ground conditions permit, installations will be made within 30 days after acceptance. Markers will not be accepted from any monument dealer for storage during the winter months.

8.26 Markers or footstones of bronze, marble or granite are permitted with size and quantity restrictions according to the section of the cemetery and the regulations deemed necessary as per the size of the lot in that section. Its placement must not interfere with future interments.

8.27 Single lot maximum	30.48 cm X 60.96 cm (12' X 24")
Double lot maximum	30.48 cm X 107 cm (12" X 42")
Cremation lot maximum	42.60 cm X 50.7 cm (16" X 20")

8.28 Flat markers are to be flat on top and set level with the ground so that a lawnmower can pass safely over them and shall be set by employees of the Corporation, at the expense of the interment rights holder, on payment of the fee provided in the fees and charges.

8.29 Any flat marker that exceeds the standard width of 30.48 cm (12 inches) can only be installed after a full interment has taken place.

8.30 The minimum thickness for all flat markers including footstones is 10 cm (4 inches).

- 8.31 All markers and monuments shall be constructed of bronze, granite or marble. The bottom bed of all bases and markers shall be cut level and true.
- 8.32 The Corporation reserves the right to repair or replace any foundation that is deemed to need repaired or replaced due its age or any other safety factors without permission of the Interment Rights Holder.
- 8.33 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.

Part 9: Rules for Monument Dealers, Contractors and Workers

- 9.1 Monument dealers must state on each order the date they wish foundations ready and must give at least fifteen working days notice before the work is required.
- 9.2 No monument or marker will be delivered to the cemetery until the foundation is completed and the contractor is ready to proceed with the work of erection.
- 9.3 Contractors, masons and stone cutters shall lay planks on the lots and paths over which heavy materials are to be moved in order to protect the surface from injury.
- 9.4 The demeanour and behaviour of all workers employed by others in the cemetery shall be subject to the control of the caretaker.
- 9.5 Workers shall cease work if in the immediate vicinity of a funeral until the conclusion of the service.
- 9.6 All work must be done during regular cemetery hours unless by special permission of the Corporation.
- 9.7 Heavy loads shall not be permitted in the cemetery when the roads are in unfit condition.
- 9.8 No monument dealer shall park on the grass unless otherwise directed to do so by the Caretaker.

- 9.9 All implements and materials used in the performance of any work shall be placed where the Caretaker may direct and all rubbish and surplus earth shall be removed when, where, and in such manner as the Caretaker may order. Otherwise, the obstructions will be removed and the expense charged to the monument dealer.
- 9.10 If a monument company desires to set a flat marker they must make arrangements as to time of installation with the Caretaker as all work must be supervised by an employee of the Corporation. The monument dealer shall pay the Corporation the prescribed fee plus necessary taxes for supervising the monument company's people.
- 9.11 If bushes are allowed the intended monument should not exceed 50% of the lot width, i.e. 1.83 meters (6 foot) width allows for .91 meters (3 foot) monument and 45.72 cm (18 inches) for each bush.
- 9.12 Prior to the start of any said work, contractors must provide proof of the following:
- i. WSIB Coverage;
 - ii. Occupational Health and Safety Compliance Standards; and
 - iii. Evidence of Liability insurance of not less than \$5 million dollars

Part 10: Rules for Visitors

- 10.1 Visitors are always welcome at the cemetery during the open hours from 8:00 am until sunset. They are asked to remember the respect due to the dead.
- 10.2 The Caretaker is empowered and required to preserve order and decorum in the cemetery.
- 10.3 No parades other than funeral processions and memorial processions shall be admitted to or be organized within the Cemetery. Children under the age of 12 years are welcome in the cemetery grounds when accompanied by an adult who shall be responsible for their good conduct.
- 10.4 Vehicles within the cemetery shall be driven at a moderate rate of speed and shall not leave the avenues or park on the grass unless directed to do so by the Caretaker.
- 10.5 No pleasure ATV's or snowmobiles are allowed in the cemetery.

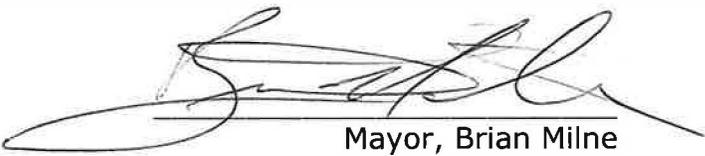
- 10.6 Proprietors of vehicles and their drivers shall be held responsible for any damage done by them.
- 10.7 Discharging of firearms other than in regular volleys at burial services is prohibited in the cemetery.
- 10.8 No dogs or other pets shall be allowed in the cemetery. Working pets are exempted.
- 10.9 No picnic party or similar event shall be permitted in the cemetery grounds.
- 10.10 Any person who in the cemetery, damages or moves any tree, plant, marker, fence, structure, or other thing usually erected, planted or placed in a cemetery is liable to the Corporation and any interment rights holder who, as a result, incurs damage. The amount of damages shall be the amount required to restore the cemetery to the state that it was in before anything was damaged or moved by the person liable.
- 10.11 Any complaints by Interment Rights Holders or visitors should be made to the Corporation and controversies with workers or others on the grounds are to be avoided.
- 10.12 Rubbish shall not be thrown out on roads, walks or any part of the grounds but must be removed by the owner or placed in provided receptacles.
- 10.13 Any person disturbing the quiet and good order of the Cemetery by noise or other improper conduct or who violates this by-law must be expelled from the grounds.
- 10.14 No tips or gratuities are to be given to Cemetery workers by visitors or Rights Holders nor shall any be accepted by any Cemetery worker.
- 10.15 Any article which is detrimental to efficient maintenance or constitutes a hazard to machinery, employees or visitors, or is unsightly or does not conform with the natural beauty or design of the cemetery, may be removed by the Corporation. An article removed will be held at the Cemetery for collection. If not collected, it will be disposed of after one month.

Part 11: Other

- 11.1 The fees and charges shall be those approved by the Council of the Corporation of the Township of Southgate in the current Fees and Charges By-law.
- 11.2 That any and all prior by-laws regulating the use and management of the Woodland Cemetery are hereby repealed.

Read a first, second and third time and finally passed this 4 day of June, 2025.

<p>APPROVED By the Registrar, Funeral, Burial and Cremation Services Act, 2002, Bereavement Authority of Ontario</p>	<p>APPROUVÉ Par le Registraeur, <i>Loi de 2002 sur les services funéraires et les services d'enterrement et de crémation,</i> l'Autorité des services funéraires et cimetières de l'Ontario</p>
<p>Date: <u>July 2, 2025</u></p>	


Mayor, Brian Milne


Clerk, Lindsey Green