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THE CORPORATION OF THE TOWN OF GEORGINA

COOKE'S CEMETERY BOARD

BY-LAW NUMBER CCB-2016-0001

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Being a By-law to establish rules and regulations for the Corporation of the Town of Georgina, Cooke's Cemetery Board

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The Corporation of the Town of Georgina, Cooke's Cemetery Board enacts as follows:

1. **DEFINITIONS**

- (1) **Act** means the Funeral, Burial & Cremations Services Act, 2002, S.O. 2002, c.33 and Ontario Regulation 30/11 and/or other regulations made pursuant to the Act.
- (2) **Advance of Need Cemetery Services and Supplies** means services or supplies that are purchased and provided before a specific death has occurred.
- (3) **Agreement** means a written agreement between the Town of Georgina and authorized sales representatives for Cooke's Cemetery.
- (4) **At Need Cemetery Services and Supplies** means services and supplies that are purchased after a specific death has occurred.
- (5) **Board** means the group of persons appointed to the Cooke's Cemetery Board by the Council of the Corporation of the Town of Georgina for the term of Council.
- (6) **Burial** means the opening and closing of an inground lot or plot for the disposition of human remains or cremated human remains.
- (7) **By-laws, when used in relation to a cemetery or crematorium,** means the rules and regulations governing the operation of Cooke's Cemetery in Pefferlaw.
- (8) **Care and Maintenance Fund** means an account established under the Funeral, Burial & Cremation Services Act ("FBCSA") comprised of a *prescribed amount or* <sup>a</sup> percentage of the purchase price of all Interment Rights, and set amounts for marker and monument installations. Interest earned is used to provide for care and maintenance of plots, lots, markers and monuments at the Cemetery.

- (9) **Cemetery** means a duly approved area set aside for the interment, entombment, or scattering of human remains, in accordance with the FBCSA Act, and includes all buildings, roads, paths and all other areas within the boundaries thereof.
- (10) **Cemetery Services** means services provided by Cooke's Cemetery in respect of the interment of human remains or the scattering of cremated human remains at Cooke's Cemetery and includes, but is not limited to:
- Opening and closing of a grave,
  - Interment or disinterment of human remains,
  - Vault installation.
- (11) **Columbarium** means a structure containing recesses or niches for the entombment of cremated human remains. A columbarium may be a separate structure or it may be part of a mausoleum or other building.
- (12) **Columbarium services** means services provided in respect of interring human cremated human remains in niches or compartments and include the opening, closing and sealing of the columbarium niche.
- (13) **Corner Posts** mean small flat markers used to indicate the boundaries of a lot or plot.
- (14) **Council** means the duly elected members of the Council of the Corporation of the Town of Georgina.
- (15) **Cremated Remains** means the human remains resulting from the cremation of a body. They are also frequently referred to as ashes.
- (16) **Cremation Urn** means a container into which cremated remains are placed prior to interment, entombment or scattering.
- (17) **Crypt** means a compartment or vault within a mausoleum intended for the entombment of human remains.
- (18) **Disentombment** means the removal of human remains from a niche or crypt.
- (19) **Disinterment** means the removal of human remains from the ground.
- (20) **Entomb (Entombment)** means the placement of human remains into a crypt or niche.
- (21) **Flat Marker** means a memorial structure set flush with the surrounding ground.

- (22) **Grave (also known as Lot)** means any in ground burial space intended for the interment of a child, adult or cremated human remains.
- (23) **Human Remains** means the body or cremated remains of a deceased person.
- (24) **Interment** means the placement of human remains in a lot, plot, niche or scattering ground.
- (25) **Interment Rights** means the right to require or direct the interment/entombment of human remains in a graves, lot, crypt, or niche.
- (26) **Interment Rights Certificate** means a document issued by the Board of Cooke's Cemetery once interment rights are paid in full, specifying ownership of the interment rights.
- (27) **Interment Rights Holder** means a person with interment rights with respect to a lot, niche or crypt. Whether the person be the purchaser of the rights, the person named in the certificate of internment or such other person to whom the interment rights have been assigned.
- (28) **Lot** means an area of land in a cemetery containing, or set aside to contain, interred human remains and includes a tomb, crypt or compartment in a mausoleum and a niche or compartment in a columbarium and any other similar facility or receptacle.
- (29) **Marker** means 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.
- (30) **Mausoleum** means a structure, other than a columbarium, used as a place for the interment of human remains in tombs, crypts or compartments.
- (31) **Memorial** means a means to commemorate life; may take many forms, such as a marker, inscription, monument, tree, landscape feature.
- (32) **Memorial Tree** means a tree donated to the cemetery in the memory of an individual.
- (33) **Monument** means a memorial structure, projecting above the ground.
- (34) **Niche** means a compartment within a wall of a columbarium intended for the entombment of cremated human remains.
- (35) **Plot** means two or more lots in respect of which the rights to inter have been sold as a unit.

- (36) **Scattering** means an irreversible process where cremated human remains are spread upon the surface of a specific area of land lying within the Cemetery in keeping with the Cemetery's by-laws.
- (37) **Scattering ground** means the land within a cemetery that is set aside to be used for the scattering of cremated human remains.
- (38) **Scattering Rights Holder** means the person who holds the scattering rights with respect to a scattering ground whether the person be the purchaser of the rights, the person named in the certificate of scattering or such other person to whom the scattering rights have been assigned.
- (39) **Town** means The Corporation of the Town of Georgina.
- (40) **Treasurer** means the Member of the Board who conducts the financial operations and keeps the records of the Cooke's Cemetery.
- (41) **Vault** means a container of concrete, steel or other material of similar material.

**2. GENERAL INFORMATION**

(1) Hours of Operation

Visitation Hours: daylight hours each day

Office Hours: Cooke's Cemetery does not have a business office. The sales and records are managed by Forrest & Taylor Funeral Home located at 20846 Dalton Road, Sutton West, Ontario L0E 1R0

Burial Hours: Monday to Friday - from 9:00 a.m. until 4:00 p.m.  
Saturday (subject to an additional charge) - from 9:00 a.m. until 4:00 p.m.

No work shall be performed on Sundays and Statutory Holidays.

Notwithstanding the hours of operation, the cemetery grounds shall be available for interments or encryptions at any reasonable time upon a minimum of 48 hours' notice, unless special circumstances arise.

(2) By-Law Amendments

The Cemetery shall be governed by these Cemetery By-laws, and all procedures will comply with the *Funeral, Burial & Cremation Services Act, 2002*, S.O. 2002, c.33 and Ontario Regulation 30/11.

→ (3) All by-laws and by-law amendments are subject to the approval of the Council of the Town of Georgina and the Registrar, Bereavement Authority of Ontario, ~~Ministry of Government and Consumer Services~~. All amendments to this By-law 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 (for 4 weeks) at the cemetery entrance; and
- (c) Delivered to each supplier of markers who has delivered a marker to the cemeteries during the previous twelve-month period.

(4) Liability

The Town of Georgina and The Board shall not be held liable for any loss or damage, without limitation (including damage by the elements, Acts of God, or vandals) to, any lot, plot, columbarium niche, mausoleum crypt, monument, marker, or other article that has been placed in relation to an interment or scattering right save and except for direct loss or damage caused in the course of cemetery personnel, or persons contracted by the Town of Georgina and The Board, performing routine cemetery operations.

(5) Public Register

Section 110 of Ontario Regulation 30/11 requires all cemeteries and crematoriums to maintain a public register that is available to the public during regular office hours. This shall include the name of the deceased, the location of the remains and the date of the interment; the name and address of each rights holder and location of the lot or scattering ground; The name and address of each original rights holder that have been sold or transferred to and date of transfer; The particulars of each disinterment, including the name of the person requesting the disinterment, the location in which the remains were reinterred or scattered or the name of the person taking possession of the human remains.

(6) Right to Re-Survey

Cooke's Cemetery Board has the right at any time to re-survey, enlarge, diminish, re-plot, change or remove planting, 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.

3. **SALE OF INTERMENT RIGHTS AND SCATTERING RIGHTS**

- (1) The Sale and Transfer of interment rights and scattering rights shall be under the direction of the Board. In compliance with sections 166 and 168 of Regulation 30/11, a prescribed amount of \$25.00 where there was no

scattering rights sold will be collected for the care and maintenance fund and are only refundable when the rights are cancelled within 30 days of purchase.

- (2) The purchase of interment or scattering rights is solely the right to direct the burial of human remains and the scattering of cremated human remains, and the installation of any monuments, markers, and inscriptions, subject to the conditions set out in the Cemetery by-laws and not the purchase of land, crypt or niche.
- (3) Ownership of the interment or scattering rights shall remain with the Board and no services with respect to such rights shall be permitted until payment is received in full.
- (4) Each purchaser of interment or scattering rights shall be provided with:
  - (a) A copy of the purchase contract;
  - (b) A copy of the Cemetery By-laws;
  - (c) Upon payment in full, a Certificate of Interment Rights or Scattering Rights.
  - (d) Price List;
  - (e) Consumer Information Guide.

#### 4. CANCELLATION OR RESALE OF INTERMENT RIGHTS

- (1) 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 Board. The Board will refund all monies paid by the purchaser within thirty (30) days from the date of the request for cancellation.
- (2) If after thirty (30) days written notice from the purchaser of the interment rights is received, the Board will cancel the contract and issue a refund to the purchaser for the amount paid for the interment, less the appropriate amount that is required to be deposited into the Care and maintenance Fund. This refund will be made within thirty (30) days of receiving said written notice. If the Interment Rights Certificate has been issued to the interment rights holder, the certificate must be returned to the Board along with the written notice of cancellation.
- (3) If any portion of the interment rights has been exercised, the purchaser, or the interment rights holder are not entitled to cancel the contract and no refund will be permitted
- (4) Rights holders shall not ~~sell~~ <sup>resell</sup> interment rights <sup>to a third party</sup> except to the Board.

- (5) If a rights holder(s) wishes to re-sell the interment or scattering rights, the rights holder(s) must make the request to the Board in writing. The Board will repurchase the interment or scattering right at the price listed on the Cemetery's current price list less the Care & Maintenance Fund contribution made at the time of purchase. The re-purchase and payment to the rights holder must be completed within 30 days of the request.
- (6) The interment or scattering rights holder requesting the resale of the rights must return the certificate to the Board and the rights holder(s) must endorse the rights certificate, transferring all rights, title and interest back to Cooke's Cemetery. The paperwork must be completed before the Board reimburses the rights holder(s).

## **5. TRANSFER OF INTERMENT RIGHTS**

- (1) Rights holders may transfer interment rights to a third party provided that such transfer is a gift, bequest, or other transfer made without financial consideration. No transfer pursuant to this section shall be binding until:
  - (a) Written notice of such transfer is received. Such notice shall be executed with the authorized signature of the original rights holder, or shall be accompanied with such other evidence as may be required in order to validate ownership, and shall contain the name and address of the proposed transferee and description of the lot and/or niche;
  - (b) the original Interment Rights Certificate is surrendered to the Board and a new Interment Rights certificate is issued to the transferee;
  - (c) receipt of the payment of an administrative fee.
- (2) Plots are indivisible. Where rights to two or more lots have been purchased as a unit, only the complete unit (plot) may be transferred.

## **6. INTERMENTS, DISINTERMENT AND SCATTERING**

- (1) A Burial Permit issued by the Registrar General or equivalent documentation showing that the death has been registered with the province must be provided to the Board prior to a burial or entombment taking place. A certificate of Cremation must be submitted to the Board prior to the burial of cremated remains taking place.
- (2) No interment shall be permitted without the written consent of the interment rights holder or his/her legal representative.
- (3) Services performed for the interment charges are:
  - (a) The opening and closing of the grave;
  - (b) restoring the turf by seeding or sodding subsequent to settlement and re-levelling, and

- (c) registration of the burial.
- (4) A minimum of 48 hours' notice shall be provided to the Board prior to each interment unless special circumstances arise.
- (5) The Board shall not be liable for any verbally made funeral arrangements. All arrangements shall be made in writing.
- (6) Lots, crypts and niches shall be opened only by personnel in the employ of, or under the direction of The Board except under special circumstances. Any lots, crypts or niches required to be opened under such special circumstances shall be opened only pursuant to the express written consent of the Board.
- (7) A maximum of one (1) casket and three (3) cremated remains or four (4) cremated remains if no casket may be placed in any single adult lot unless otherwise approved by The Board. Where two caskets are to be interred in a single lot, the first casket will be interred at extra depth. The Board reserves the right to recommend the use of a vault where conditions warrant and in all areas allowing double depth burials.
- (8) Remains to be interred in a lot must be enclosed in a securely sealed container of sufficient strength that the container will remain intact throughout the interment process. The container must be of such size that it will fit within the horizontal dimensions of the lot.
- (9) Caskets or urns enclosed in an outer vault, will be charged an extra fee and the provision of the appropriate lowering device shall be the responsibility of the Funeral Director.
- (10) Only human remains shall be interred or entombed in the cemetery.
- (11) The scattering of cremated human remains shall be permitted in a designated scattering area. Due to the nature of this service, it is impossible to avoid the commingling of remains with others. It is therefore impossible to recover scattered cremated remains under any circumstances.
- (12) Cremated human remains may be interred loosely in an excavated cremation lot without an urn or vessel with permission of the Board of The Board. Due to the nature of this service, it is impossible to recover the cremated remains under any circumstances.
- (13) No disinterment shall be made from the cemetery until:
  - (a) The Medical Officer of Health is notified prior to taking place;
  - (b) Carried out in accordance with the regulations contained in the Act;
  - (c) <sup>written</sup> Permission of the Rights holder is provided;



- (d) Written guarantee that additional expenses incurred are assumed by the applicant.
- (14) The Board will not be held liable or responsible for any damage to a casket, urn or other container resulting from disinterring remains.
- (15) A certificate from the local Medical Officer of Health is not required for the removal of cremated remains.

## 7. MEMORIALIZATION

- (1) Prior to the installation of a monument or marker, The Board requires:
  - (a) The written consent of the rights holder(s);
  - (b) an Application for Approval of Monument Design and materials to be used completed by the supplier;
  - (c) approval of the design as submitted; and
  - (d) payment of the requisite fees.
- (2) As part of the approval of the design approval of a monument, vault, mausoleum or other structure, the Board, if it deems necessary, shall have the right to require that said plans and specifications be sealed by a structural engineer at the expense of the rights holder.
- (3) Only one monument or marker shall be erected on any lot. Additional markers may be erected with the approval of the Board.
- (4) Monuments and markers must be constructed of granite or bronze, unless otherwise specifically approved by the Board. Flat markers shall be set so that the top surface shall be flush with the surrounding terrain.
- (5) The bottom beds of all bases and markers must be cut level and true, every die stone shall be finished on all sides, ends and top. Manufactured –textured finishes such as scalloped rock pitch are approved for the sides and ends of bases and for the sides or edges of other stonework. Vertical joints shall be covered.
- (6) Concrete foundations are required for all monuments. Foundations shall be built at the expense of the purchaser and at the convenience of the Board. The foundation shall be built in the designated memorial space and shall be the specified dimensions of the monument base.
- (7) Monument and marker bases must be of approved material and design. The base for a slope monument must be 4 inches (10 cm) and for an upright monument, the base must be 8 inches (20 cm). The bottom 4

inches (10 cm) minimum of a granite base or monument must be of rock pitch finish. Rough unfinished bases are not acceptable.

- (8) The size of one monument allowed is:

**Single Lot**

Height: 30 inches (75 cm) maximum  
Width: 16 inches (0.4 m) maximum, including base  
Length: not to exceed 75% of width of single lot, including base.  
Thickness: shall not be less than 8 inches (20 cm)

**Multiple Lots (Plot)**

Height: 60 inches (150 cm) maximum  
Width: 18 inches (0.46 m) maximum, including base  
Length: not to exceed 75% of width of a plot .to a maximum of 59 inches (1.5 m) for two lots and 71 inches (1.8 m) for three or more lots per plot  
Thickness: shall not be less than 8 inches (20 cm)

**Cremation (Upright only) Lot(s)**

Height: 48 inches (1.2 m) maximum  
Width: 16 inches (0.4 m) maximum, including base  
Length: not to exceed 75% of width of cremation lot, including base.  
Plot: Monuments not to exceed 75% of the width of the plot to a maximum of 54 inches (1.37 m) for two lots per plot  
Thickness: shall not be less than 8 inches (20 cm)

**General**

- (a) A monument of 8 inches (20 cm) thickness shall have a maximum height of 42 inches (107 cm).
- (b) A monument in excess of 42 inches (107 cm) in height shall be 8 inches (20 cm) thick plus an extra thickness of 1 inch (2.5 cm) for each 12 inches (30.5 cm) or part thereof by which the total height exceeds 42 inches (107 cm). The maximum total height of any monument shall be 43 inches (120 cm).
- (c) Any joint area less than 1 square foot (0.09 m<sup>2</sup>) shall require a minimum of two dowels.
- (d) Any joint area greater than 1 square foot (0.09 m<sup>2</sup>) but less than 2 square feet (0.19 m<sup>2</sup>) requires a minimum of one dowel.
- (e) Dowels shall be of a non-corrosive material not less than one-half (1/2) inch (1.25 cm) in diameter. Dowels must be inserted not less than 6 inches (15 cm) into both the base and the die stone. The diameter of the dowel holes shall be equal to a maximum of the diameter of the dowel plus one-quarter (1/4) inch (0.65 cm).

- (f) No part of the die stone or any other part of the monument shall protrude horizontally beyond the vertical extension of the base. A tolerance of one-quarter (1/4) inch (0.65 cm) may be permitted from the specified dimensions of the monument.
- (9) Freestanding Crosses must conform in all respects to these By-Laws with regard to Application for Approval of Design, Foundation, Bases, plus the following:
- (a) A cross of height of 42 inches (107 cm) or less must be a minimum of 8 inches (20 cm) in thickness;
  - (b) a cross in excess of 42 inches (107 cm) in height must increase in thickness by 1 inch (2.5 cm) for each 1 inch (2.5 cm) or part thereof by which the height exceeds 42 inches (107 cm) to a maximum height of 47 inches (120 cm);
  - (c) the base of the vertical shaft must be not less than 8 inches (20 cm) in width;
  - (d) the cross may taper to a minimum width of 6 inches (15 cm) at the top;
  - (e) the horizontal arms of the cross must be a minimum of 6 inches (15 cm) in width;
  - (f) the cross must be adequately dowelled to its base.
- (10) Inserts such as but not limited to recessed ceramic pictures will be permitted on monuments with approval from the Board.
- (11) Adornments made of bronze or stainless steel are permitted on monuments. Such adornments must be attached by means of pins or clips. The Board shall not be responsible for any adornments that may be lost or removed over time.
- (12) Candleholders and vases may constitute part of a monument provided that:
- (a) They are made of bronze or stainless steel;
  - (b) Translucent sections are unbreakable heat resistant glass or fire resistant plastic;
  - (c) Candleholders are fully enclosed on all sides by means of a door or lid;

- (d) Candleholders and bases are attached to the top of the base of the monument;
  - (e) Candleholders and bases attached to the top of the base of the monument will be included in determining the overall size of the monument;
  - (f) Candleholders must be a minimum of 1 inch (2.5 cm) from the monument;
  - (g) Candleholders and vases must be adequately drained to prevent the collection of water.
- (13) Granite markers shall be not less than 4 inches (10 cm) and not more than 6 inches (15 cm) of uniform thickness throughout and must be smoothly finished on both top and bottom surfaces, the edges may be of rock pitch finish.
- (14) Bronze markers shall adhere to all other By-Laws respecting markers plus:
- (a) Bronze markers shall be true, free from weakening or minor defects, blemishes or imperfections, and shall have smooth exposed surfaces;
  - (b) Bronze markers shall be attached to a granite base of not less than 4 inches (10 cm) or more than 6 inches (15 cm) in thickness. The granite base shall be set into the ground according to the Board's specifications.
- (15) Pictures or photograph attachments are not permitted on markers set flush with the ground or on vases attached thereto.
- (16) Markers may be placed at the head end of each lot.  
Marker only lots (urn lot) shall have the marker placed in the center of the lot or designated marker space.

Face areas are not to exceed:

- (a) Adult lot: not to exceed 30 in. x 24 in. (75 cm x 60 cm)
  - (b) Adult Plot (Multiple Lots): not to exceed 48 in. x 24 in. (120 cm x 60 cm)
  - (c) Infant or Cremation Lot: not to exceed 24 in. x 18 in. (60 cm x 45 cm)
- (17) Boulder Monuments are permitted on a lot or plot with the approval of the Board.

- (18) Foundations must be complete before the delivery of monuments, marker and other materials and before contractors are ready to proceed with installation or use of such materials.
- (19) Inscriptions, in keeping with the dignity and decorum of the Cemetery, are permitted on monuments. The proposed inscription shall form part of the Application for Approval of Design and must be submitted therewith. Inscriptions are permitted only on that face of the monument that faces the gravesite. A family name and/or a design may be placed on the back of the monument.
- (20) Inscriptions may be added to an existing monument or marker. The Board requires the written consent of the rights holder(s) or the estate representative for the proposed inscription.
- (21) Memorial plaques may be affixed to designated features upon the approval of the Board.
- (22) In the event that any memorial, monument, mausoleum or vault becomes a risk to public safety due to instability or dilapidation, the Board shall do whatever is necessary by way of repairing, resetting, or laying down of the said item in order to remove such risk to safety. The extent of any work performed beyond the laying down of the item will be dependent upon the availability of funds in the Care and Maintenance Fund or at the expense and agreement of the rights holder(s).
- (23) In the event that any work including, but not limited to, removal, addition of an inscription, cleaning, or repairing, is to be done on any monument, memorial, mausoleum, vault or marker, the Board requires the written consent and authority of the rights holder(s) or the estate representative.
- (24) The Board may allow the removal of monuments and/or markers from any lot or grave if payment of the contract for the said monument or marker is in default. The Board, upon written request of the individual rights holder(s), may allow the removal of monuments or markers purchased by persons other than rights holders. The Board reserves the right to remove any marker or monument that is not in keeping with the dignity and decorum of the Cemetery.

## **8. CARE AND PLANTING**

- (1) Saving and excepting the preparing of flower beds or the planting of shrubs, only cemetery personnel or persons authorized by the Board may cut or remove sod, soil or alter the grade of a lot or surrounding area.
- (2) In the event that a flowerbed becomes unsightly or that a shrub becomes overgrown, the Board shall notify the rights holder. The rights holder shall rectify same to the satisfaction of the Board within 30 days of the said notice, at the expense of the rights holder. Failure to remedy the said

situation within the said 30 day period shall empower the Board to remedy the situation at the cost of the rights holder.

- (3) Borders or other decoration are not permitted at the corners or along the perimeter of any lot.
- (4) Flower beds may be planted by the rights holder immediately adjacent to the monument space. Flower beds shall be 12 inches (30cm) in depth and of equal width to the base of the monument. Where no monument exists, the flower bed shall be planted in the same location, and shall have the same dimensions as if there was a monument present.
- (5) In order to preserve the appearance of the Cemetery, all flower beds must be maintained with due diligence. The interment rights holders are encouraged to have their lots tended prior to Decoration Day.

All flower beds existing from previous year(s) must be re-planted prior to June 1 or the same may be sodded by the Board at the cost of the rights holder.

- (6) Portable articles such as, but not limited to, flower vases, potted plants, baskets, or urns, but not including gravesite monuments and markers, must not exceed 0.5 cubic feet (0.01 m<sup>3</sup>) in external dimensions and must not exceed a mass of 25 pounds (11.25 kg) inclusive of contents and must be readily moveable for ease of handling by Cemetery personnel. The Cemetery Board shall not be responsible for loss of or damage to any portable article left on, or in the vicinity of, any lot or grave.
- (7) Memorial wreaths may be placed in the cemetery only in the winter months between November 1 and April 30 of each year. Wreaths not removed by May 1 may be removed and disposed of by cemetery personnel without notice or compensation.
- (8) Natural or artificial flowers or plants, in appropriate containers, may be placed on lots or graves. Flower vases, baskets, pots and urns made of glass or other breakable materials are prohibited.
- (9) Fresh cut or artificial flowers, or plants that have become unsightly, may be removed by Cemetery personnel without notification.
- (10) All funeral flowers placed as decoration on a burial lot will remain for a minimum of seven (7) days following the interment and will be removed by Cemetery personnel.

## **9. ITEMS PERMITTED AND PROHIBITED**

- (1) Items such as but not limited to certain articles such as chairs, arches, iron rods, wire work, hanging baskets, wind chimes, flags, borders, fences, railings, walls, cut-stone coping, pottery, glass or wooden articles (including wooden crosses and other wooden memorials), unattended candles,

vesper lights, or other illuminated articles, or similar articles may not be left upon any lot or grave. Such articles may be removed by Cemetery personnel without notice.

Under special circumstances, articles above may be permitted for a period not exceeding 10 calendar days following an interment.

- (2) Benches to be used as memorials must be approved by the Board on a case-by-case basis.
- (3) The planting of flowerbeds, trees and shrubs shall be permitted in designated areas other than a lot or plot with the express consent of the Board.
- (4) Trees, shrubs or other plants that encroach upon adjacent trees, lots, drains, roads, pathways or that are detrimental to the appearance of the Cemetery will be removed at the expense of the rights holder subsequent to notice of such intent to remove.
- (5) Visitors to the Cemetery shall behave in a manner in keeping with the dignity of the Cemetery. Persons behaving in a manner which is not in keeping with the dignity of the Cemetery shall be required to leave the Cemetery.
- (6) Vehicles within the Cemetery shall be driven at a speed not exceeding 15 kilometres per hour, and no person shall allow the wheels of any such vehicles to leave the roadway. All drivers of vehicles shall respect all Lots as if they were their own. Vehicle owners and drivers shall be held responsible for any damage done by them.
- (7) There shall be no vehicular traffic within the Cemetery other than those vehicles attending an interment or encryption, or the vehicles of visitors to the Cemetery.
- (8) At the discretion of the Board limitations on vehicular traffic shall not apply to any vehicles required for the maintenance of the Cemetery, the provision of Cemetery services, or the future expansion of the Cemetery.

#### **10. CONTRACTOR/MONUMENT DEALERS**

- (1) Monument Dealers, masons, stonecutters, contractors or their employees must:
  - (a) Be approved by the Board prior to their accepting any contract for work to be done within the Cemetery;
  - (b) Provide to the Board the written consent of the rights holder(s) authorizing the contractor to perform the work specified. This consent must also specify the location of the interment rights;

- (c) Comply with all applicable legislation, including without limitation, the Worker's Compensation Act, the Occupational Health and Safety Act, and the Environmental Protection Act;
  - (d) Provide, prior to the commencement of work, proof of liability insurance (with not less than \$2,000,000 coverage limit ) satisfactory to the Board);
  - (e) Comply with all of these By-Laws;
  - (f) Conduct their operation(s) in a manner that will prevent damage to any grounds, shrubs, trees, flowerbeds, monuments, markers, vases or any other article or natural feature in the Cemetery, and also in such a manner that will minimize danger to their own staff, other workers; Cemetery visitors, and the public at large. Planks shall be laid on the lots, graves and paths over which heavy materials are to be moved, in order to prevent damage, Any damage so caused shall be rectified by the Board at the expense of the contractor(s);
  - (g) Cease work if within 200 feet (60 metres) of a funeral until fifteen minutes following the conclusion of the service;
  - (h) Cease work within the Cemetery prior to 5:00 p.m. Monday to Friday and prior to 4:00 p.m. on Saturday;
  - (i) Remove all implements and/or rubbish prior to leaving the site each day. Heavy equipment to be left on-site for use in future days shall be moved at the end of each day to the Cemetery maintenance area.
- (2) The actions, conduct, behaviour and attire, within the Cemetery, of all contractors and their employees engaged by persons other than the Board are the responsibility of the rights holder(s) and shall be subject to the direction of the Board.
11. **MAUSOLIA**- reserved
12. **COLUMBARIA**- reserved
13. **PETS**
- (1) Pets may be permitted within the boundaries of the cemetery provided they are fully under control by means of a leash or enclosed within a suitable container.



**14. COOKE'S CEMETERY BOARD**

- (1) The Cemetery shall be managed by the Cooke's Cemetery Board.
- (2) The Board shall consist of five (5) members, including one Council Member, as appointed by the Council.
- (3) The term of office of the members of the Board shall coincide with the term of office of Council.
- (4) One or more members of the Board may be re-appointed for one or more consecutive terms of office at the pleasure of the Council.
- (5) The Officers of the Board shall be: the Chairperson, the Secretary, and the Treasurer.
- (6) The inaugural meeting of the Board shall take place within six (6) months following the date of the Municipal Election.
- (7) Following the inaugural meeting of the Board, the Board shall meet at intervals of not more than three (3) months but may meet more frequently as required by the nature of business.
- (8) Special meetings of the Board may be called upon seven (7) days' notice to deal with specific items of business that are of an urgent or time-sensitive nature. Where necessary such notice may be by mail, telephone or other electronic means.
- (9) The Annual General Meeting of the Board shall be held in June of each year upon a date to be decided at the regular Board meeting prior to the Annual General Meeting.
- (10) The Chairperson of the Board shall:
  - (a) Chair all regular general meetings and special general meetings of the Board;
  - (b) Serve as an ex officio member of all committees of the Board;
  - (c) Temporarily assume the duties of any officer of the Board during an illness of such officer or, subsequent to the resignation of such officer, pending the election of a replacement.
- (11) The Secretary shall:
  - (a) Record the minutes of all meetings of the Board;
  - (b) Conduct all correspondence on behalf of the Board;

- (c) Maintain all records of the Board save and except the financial records.
- (12) The Treasurer shall conduct all of the financial affairs of the Board.
- (13) A quorum of the Board Cemetery shall be a majority of the Board's current membership.
- (14) A Board member may resign provided that written notice of the intention to resign is presented to the Board secretary not less than four (4) weeks prior to the intended date of effect of such resignation.
- (15) Upon receipt of a notice of intent to resign the Board secretary shall notify the Town Clerk of the need for the appointment of a replacement Board member.
- (16) Upon the receipt by the Town Clerk of the notice of need for a replacement Board member, the Town Clerk shall take such steps as may be required to replace and appoint a new Board member.
- (17) Before approval of an amendment to this By-law the following procedures will pertain to the Board:
  - (a) The secretary of the Board shall place a notice of proposed By-Law amendment on the agenda of a regular Board meeting.
  - (b) The proposed By-law amendment shall be discussed at that regular Board meeting.
  - (c) Passage of a proposed By-Law amendment shall require the support of a minimum of 75% of the members of the Board.
  - (d) Pending completion of all of the above and the compliance with the Act, including proper notice in a local newspaper, a sign posted at the entrance of the cemetery and delivery of the approved By-law to suppliers of markers, the existing By-Laws shall remain in full force and effect.

**15. ADMINISTRATION**

- (1) The business and affairs of the Cooke's Cemetery shall be managed and supervised by the Cooke's Cemetery Board.
- (2) Council shall, by By-law, appoint the members of the Board who shall hold office during the term of Council.
- (3) The Board shall be responsible for the administration, management, care, maintenance, and improvement of the Cemetery.

- (4) The Board shall have the authority to engage and authorize contractors, groundskeepers, employees or agents to carry out the business and affairs of the Cemetery.
- (5) The Board shall keep such registers, records and books as are necessary for properly recording all matters pertaining to the Cemetery, as prescribed by the Act and the regulations made thereunder.
- (6) The Board shall charge fees for interment rights, entombment rights, scattering rights, memorialization rights and each of the various Cemetery services as approved by the Board,
- (7) There shall be no transference of rights, nor provision of Cemetery services, unless all fees in respect of such rights or services have been paid in full.
- (8) All revenue and other monies belonging or pertaining to the Cemetery shall be received by the Treasurer of the Board.
- (9) All funds apportioned for Care and Maintenance shall be deposited as prescribed by the Act and regulations. The income from the fund shall be used to maintain, secure and preserve the Cemetery grounds, including, but not restricted to, re-leveling, sodding or seeding of lots or scattering grounds, maintaining roads, watering systems, fences, landscaping and buildings and to maintain, stabilize, secure and preserve markers and monuments.

**16. EFFECT**

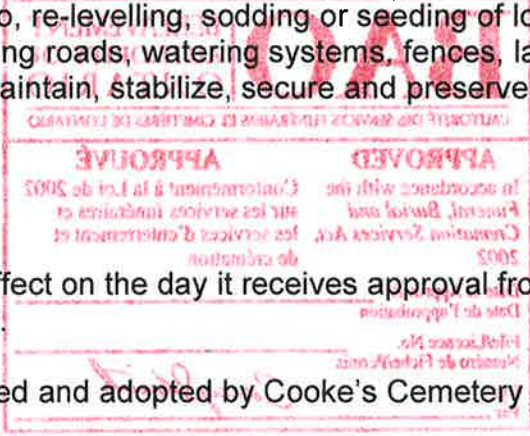
This By-law shall take effect on the day it receives approval from the Registrar as Appointed under the Act.

This By-law was approved and adopted by Cooke's Cemetery Board.

Enacted and Passed by Cooke's Cemetery Board

Signed by: Larry Proctor  
 Larry Proctor, Chairperson of the Board

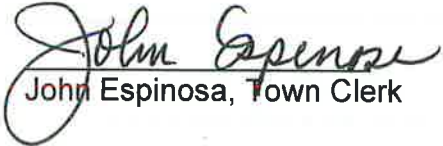
Date: August 22, 2016



Approved by the Council of the Corporation of the Town of Georgina on August 10, 2016

Signed by:

  
Margaret Quirk, Mayor

  
John Espinosa, Town Clerk

This By-law has been approved by the Registrar of the ~~Consumer Services~~, Bereavement Authority of Ontario, ~~Ministry of Consumer Services~~ in accordance with the Funeral, Burial & Cremations Services Act, 2002, S.O. 2002, c.33.

Signed by: \_\_\_\_\_

Registrar

Date: \_\_\_\_\_

<b>BAO</b>		<b>BEREAVEMENT AUTHORITY OF ONTARIO</b>	
L'AUTORITÉ DES SERVICES FUNÉRAIRES ET CIMETIÈRES DE L'ONTARIO			
<b>APPROVED</b>	<b>APPROUVÉ</b>		
In accordance with the <i>Funeral, Burial and Cremation Services Act,</i> 2002	Conformément à la Loi de 2002 sur les services funéraires et les services d'enterrement et de crémation		
Date of Approval/ Date de l'approbation	<u>JANUARY 19, 2017</u>		
File/Licence No. Numéro de Fiche/Permis	<u>04757</u>		
By/ Par	<u><i>CaupJhuink</i></u>		