

THE CORPORATION OF THE TOWN OF LINCOLN

BY-LAW NO. 2018-68

A BY-LAW REGARDING THE OPERATION OF TOWN OF LINCOLN MUNICIPAL CEMETERIES

WHEREAS The Corporation of the Town of Lincoln operates active cemeteries known as Vineland Cemetery, Mount Osborne Cemetery, Oaklawn Cemetery, Mountview Cemetery and Mennonite Mountain Burial Ground and inactive cemeteries known as Baptist Cemetery, Culver Cemetery, Dean Burial Ground and Indian Cemetery, Eden Cemetery, Giesbrecht (Foster) Cemetery, Haines Cemetery, Henry Cemetery, John Culp Family Cemetery, Konkle Cemetery, Konkle Marlatt Cemetery, Quarry Road Cemetery, United Empire Loyalist Cemetery and Wesleyan Methodist Cemetery;

AND WHEREAS The Council of the Corporation of the Town of Lincoln deems it necessary and expedient to enact a new by-law for regulating the said cemeteries pursuant to the Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, c. 33;

NOW THEREFORE, THE COUNCIL OF THE CORPORATION OF THE TOWN OF LINCOLN HEREBY ENACTS AS FOLLOWS:

PART I - DEFINITIONS

1. For the purpose of this by-law, unless the context otherwise requires:
 - a) "Act" shall mean the Funeral, Burial and Cremation Services Act, 2002, Ontario Regulation 30/11 and 184/12, as may be amended from time to time.
 - b) "Bronze Wreath Scroll" shall mean a bronze memorial plaque for installation on a columbarium niche.
 - c) "Burial" shall mean the opening and closing of an inground Grave or Lot for the disposition of human remains or cremated human remains.
 - d) "By-law" shall mean a by-law of the Town detailing the rules and regulations under which a Cemetery operates.
 - e) "Care and Maintenance Fund" shall mean the trust fund established by and under the administration of Council as required under the Act. It is a requirement under the FBCSA and O. Reg.30/11 and 184/12 that a prescribed amount or a percentage of the purchase price (excluding tax) of all interment and scattering rights sold, transferred, assigned or permitted; and prescribed amounts for monuments and markers, is contributed into the care and maintenance fund. 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, markers and monuments at the cemetery.
 - f) "Cemetery" shall mean any Cemetery operated by the Town of Lincoln.
 - g) "Cemetery Services" shall mean services provided 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.
 - h) "Columbarium" shall mean a structure designed for the purpose of interring cremated human remains in compartments.
 - i) "Contract" shall mean the written form of agreement that is required to purchase Interment Rights and services which details the obligations of both parties and acceptance of this Cemetery By-law.
 - j) "Cornerstones" shall mean any stone or other Marker set flush with the surface of the ground and used to indicate the location of a Grave or Lot.
 - k) "Coordinator" shall mean the individual appointed by the Director to carry out all the provisions of this by-law and of the Funeral, Burial and Cremation Services Act, 2002, S.O., 2002, c.33, as amended.

- l) "Council" shall mean the Council of the Corporation of the Town of Lincoln.
- m) "Cremains" shall mean human cremated remains.
- n) "Dedicated Feature" shall mean any dedicated memorial, tree, stone, bench flowerbed or statuary.
- o) "Director" shall mean the Director of Community Services or Cemetery designate for the Town.
- p) "Double Depth" shall mean a Grave excavated to a depth that accommodates two bodies in separate caskets such that one casket is placed immediately above the other.
- q) "Grave" or "Lot" shall mean any single inground burial space of sufficient area, as prescribed by this By-law, intended for the Interment of human remains or cremated human remains.
- r) "Inter" or "Interment" shall mean to place in a Grave or bury, including the placement of human remains in a niche of a columbarium or Scattering Ground/Garden.
- s) "Interment Rights" shall mean the rights to require or direct the Interment of human remains or cremated human remains in a Grave, Lot or Niche.
- t) "Interment Rights Certificate" shall mean the document issued by the Town to an Interment Rights Holder, once the Interment Rights have been paid for in full, identifying ownership of the Interment Rights.
- u) "Interment Rights Holder" shall mean the person designated to hold or exercise Interment Rights.
- v) "Inurnment" shall mean the placing of cremated remains in an urn followed by placement in a niche.
- w) "Lot" or "Grave" shall mean any single inground burial space of sufficient area, as prescribed by this By-law, intended for the Interment of human remains or cremated human remains.
- x) "Marker" shall mean a permanent memorial stone structure that is set flush and level with the ground.
- y) "Memorialization" shall mean the placement of a Marker, Monument or Memorial Wall Plaque in accordance with the provisions of this By-law.
- z) "Memorial Wall" shall mean a flat wall which is divided into sections on which there can be memorial information engraved or affixed engraved plaques.
- aa) "Memorial Wall Plaque" shall mean an affixed plaque to the Memorial Wall.
- bb) "Monument" shall mean a permanent memorial stone structure projecting above ground level to mark the location of a Burial or Lot.
- cc) "Niche" shall mean a compartment or recessed space in a columbarium used to place urns containing cremated remains.
- dd) "Pinning" shall mean the way in which a monument will be affixed to the base using metal pins that are placed in holes and mortared in place.
- ee) "Purchaser" shall mean an individual purchasing Cemetery Interment Rights, products or services. A Purchaser does not hold or maintain the right to direct the exercise of Interment Rights unless the Purchaser is registered as the Interment Rights Holder and is so named on the Interment Rights Certificate.
- ff) "Regulation" shall mean and include the rules and regulations contained in this by-law and the rules and regulations made under the authority of this by-law.
- gg) "Scattering" shall mean the removal of cremated human remains from their container with the dispersion (mixing, combining with the earth) of the cremated human remains in a Scattering Ground/Garden.

- hh) "Scattering Ground/Garden" shall mean the land within the Cemetery that is set aside to be used for the Scattering of cremated human remains.
- ii) "Tariff of Fees and Charges" shall mean the schedule of fees and charges most recently approved by the Council for Cemetery services, activities and use of the property of the Town, including Interment Rights.
- jj) "Town" shall mean the Corporation of the Town of Lincoln.
- kk) "Transfer" shall mean a gift, bequest or any other transfer made without consideration as may be permitted under the Act.
- ll) "Treasurer" shall mean the Treasurer of the Town.

PART II - GENERAL ADMINISTRATION

2. The Cemetery Office shall be located at the Town of Lincoln Municipal Administration Building, 4800 South Service Road, Beamsville, Ontario and will be open from 8:30 a.m. to 4:30 p.m. on Mondays through Fridays, excluding statutory holidays and other days on which the Town's Municipal Administration Building is not open for business.
3. Interment Rights Holders and the general public may visit Cemeteries during between 8:00 a.m. and sunset.
4. Interments will be carried out between the hours of 9:00 a.m. and 3:00 p.m. on Mondays through Fridays, excluding statutory holidays and other days on which the Town's Municipal Administration Building is not open for business. Arrangements can be made with the Cemetery Office for burials on Saturdays, Sundays, designated holidays or outside normal hours and will be subject to additional service charges in accordance with the Tariff of Fees and Charges.
5. The care, maintenance and improvement of Cemeteries shall be the responsibility of the Coordinator, subject to the general control and management of the Director and have charge and authority over the same and all persons therein including the responsibility for engaging and discharging employees necessary to carry out the aforementioned responsibilities who shall be under their direction and responsible for performance of their duties.
6. It is a requirement under the FBCSA and O. Reg. 30/11 and 184/12 that a prescribed amount or a percentage of the purchase price (excluding tax) of all interment and scattering rights sold; and prescribed amounts for monuments and markers is contributed into the care and maintenance fund. 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, markers and monuments at the cemetery. Contributions to the care and maintenance fund are not refundable except when interment or scattering rights are cancelled within the 30-day cooling off period.
7. 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 by Provincial Statute or as directed by Council.
8. The Coordinator shall keep such registers, records and books as are necessary for properly recording all matters, acts, Interment Rights and other matters pertaining to the Cemeteries including those as may be prescribed by Provincial Statute or as directed by Council and shall carry out and enforce the provisions and regulations of this By-law.
9. The Coordinator shall, in accordance with the requirements of Ontario Regulation 20/11, Section 10, maintain a public register that is available to the public during regular office hours.
10. All Cemetery fees and charges shall be in accordance with the Tariff of Fees and Charges approved by Council from time to time.

PART III – SALE OF INTERMENT RIGHTS

11. Ownership of all Cemetery lands shall always remain vested with the Town. Interment Rights Holders acquire only the right and privilege to direct the Burial of human remains and direct the associated memorialization subject to the by-laws of the Town.
12. Interment Rights may only be sold by the Town. The Town prohibits the resale of Interment Rights by any person to a third party.
13. The Coordinator shall have charge of the sale and administration of Interment Rights.
14. Interment Rights shall be sold at the prices prescribed in the Tariff of Fees and Charges.
15. All Interment Rights shall be sold subject to the Act and the by-laws of the Town, including the rules and regulations contained herein and which may from time to time be adopted by the Council.
16. All purchasers of Interment rights and services shall enter into a Contract with the Town detailing the obligations of all parties and acceptance of this By-law.
17. The Town shall issue an Interment Rights Certificate to the designated Interment Rights Holder upon execution of the required contract and upon payment in full of all required fees and charges.
18. A portion of the purchase price of all Interment Rights and a prescribed amount for Monuments and Markers shall be contributed in an irrevocable Care and Maintenance Fund. Income from the fund shall be used to provide general care and maintenance of the Cemetery. Contributions to the Care and Maintenance Fund are not refundable.
19. Payment for all Cemetery products and services shall be made at the Town of Lincoln Municipal Offices, 4800 South Service Road, Beamsville, Ontario, L0R 1B1 in accordance with Town policies and procedures. No burial or memorialization shall be permitted until payment for products and services is made in full.

PART IV – CANCELLATION AND REPURCHASE OF INTERMENT RIGHTS

20. A Purchaser or Interment Rights Holder requesting the cancellation of the Contract shall submit a letter of intent to cancel and required paperwork to the Coordinator which will transfer all rights, title and interest back to the Town. All appropriate paperwork must be completed before the Town will refund any amount to the Purchaser or Interment Rights Holder.
21. A Purchaser or Interment Rights Holder desiring to cancel the Contract within thirty (30) days from the date of its original execution will be entitled to be refunded all monies paid by the Purchaser, including that portion of the purchase price collected for contribution to the Care and Maintenance Fund.
22. A Purchaser or Interment Rights Holder desiring to cancel the Contract after thirty (30) days from the date of its original execution will be entitled to be refunded the market value of the Interment Rights effective on the day the Town receives the written request for cancellation. The market value of the Interment Rights to be refunded shall be the price for the Interment Rights as set out in the current Tariff of Fees and Charges, less the Care and Maintenance Fund contribution made at the time of purchase.
23. Notwithstanding any other provision of this By-law, a person is not entitled to cancel an Interment Rights Contract and the Town is not required to repurchase unused Interment Rights if any portion of the Interment Rights has been exercised.
24. No person shall subdivide an Interment Right.

25. If Interment Rights are to be sold back to the Town, any Monument, Marker, Cornerstone, Memorial Wall Plaque or Bronze Wreath Scroll and associated foundations for same shall be removed from the Grave, Lot, Columbarium or Memorial Wall before the transfer can be completed. The cost for the removal of such memorialization and any associated foundation as provided for in the Tariff of Fees and Charges shall be paid by the Interment Rights Holder requesting and authorizing the Transfer.
26. No Interment Rights shall be exercised or transferred, or Cemetery services provided, until all amounts payable in regard to the Interment Rights have been paid in full.

PART V - TRANSFER OF INTERMENT RIGHTS

27. An Interment Rights Holder may Transfer such rights subject to, and in accordance with, the provisions of this By-law and the law. The Town prohibits the resale of Interment Rights by any person to a third party.
28. No Transfer of Interment Rights shall be binding upon the Town until written direction and documentation has been provided and approved by the Coordinator from the Interment Rights Holder.
29. A Transfer in the case of a testamentary transmission shall be recorded upon the production and delivery to the Coordinator of a certified or notarized copy of the Probate or, if the Will has not been probated, by production and delivery to the Coordinator of a certified or notarized copy of the Will of the Interment Rights Holder and evidence satisfactory to the Coordinator establishing the legal title of the transferor. In the case of a transmission by the intestacy, a transfer shall be recorded by production and delivery to the Coordinator of evidence satisfactory establishing the legal title of the transferor.
30. The Interment Rights Holder requesting the Transfer must obtain and complete an Interment Rights Holder Endorsement of Transfer from the Town. Upon payment of the applicable Transfer fee prescribed by the most recent Tariff of Fees and Charges by the Council, the Coordinator shall prepare and issue a new Interment Rights Certificate to the transferee in the same manner as in the case of a sale.

PART VI – INTERMENTS, INURNMENTS AND SCATTERING

31. Prior to every Interment, Inurnment or Scattering the Interment Rights Holder shall enter into a Contract for Cemetery services by the Town and provide such information as may be required in the form of an Interment Order. Should the Interment Rights Holder be deceased, authorization must be provided by a person legally authorized to act on behalf of the Interment Rights Holder.
32. The Contract and Interment Order shall include the full name and the last residence of the deceased, the name and address of the nearest relative of the deceased, the time and date of Interment, the birth and death date of the deceased, the Lot and Grave numbers in which an Interment is to be made, said statement shall be signed by the nearest relative or persons responsible for arranging the burial. The person ordering or making arrangements for the Interment shall be responsible for all incurred charges.
33. In the event that special instructions are taken verbally by the Town regarding the particulars or details of any Interment, the Town shall not be responsible for errors.
34. No Burial or Scattering shall take place without a burial permit issued by the Division Registrar under the Vital Statistics Act, R.S.O. 1990, c.V.4, as amended, or equivalent document, showing that the death has been registered with the Province of Ontario. Such certificate must be deposited with the Coordinator prior to the Interment taking place. In the case of the Burial of cremated human remains, a Certificate of Cremation must be deposited with the Superintendent prior to the Interment taking place.
35. Graves or Lots or Niches will only be opened and closed by the Town.
36. A maximum of one (1) casket and/or four (4) cremated remains may be interred in a single Lot or Grave.

37. A maximum of two (2) memorial urns containing cremated remains are permitted in any cremation Lot or standard Columbarium Niche.
38. Extra depth or Double Depth Burials are not permitted in any Cemetery unless under the "grandfathered" clause.
39. The Scattering of cremated remains in any Cemetery owned and operated by the Town of Lincoln requires permission and is permitted in designated Scattering Ground/Garden areas only. No Scattering of cremated remains is permitted on any Grave or Lot and all cremated remains that have been scattered are non-recoverable.
40. Remains of animals shall not be interred in any Lot, Niche or Scattering Grounds/Garden.
41. All Interments and Scatterings shall be subject to the fees as noted in the most recent Tariff of Fees and Charges by the Council.
42. All Interments shall be made under the supervision of the Coordinator or designate.
43. A minimum of twenty-four (24) hours advance notice is required for any proposed Interment, unless extenuating circumstances exist and otherwise approved by the Coordinator.
44. To ensure safe conditions are maintained at all times, families wishing to witness the closing of a Grave or Lot shall remain a minimum of ten (10) metres from the open Grave.
45. Every effort will be made to complete an Interment on the assigned day and time. If, due to inclement weather conditions or health and safety concerns or conditions beyond the Town's control, a Burial cannot be made at the scheduled time, the Town reserves the right to establish a temporary set up and the Burial shall be completed as soon as possible at a later time.
46. The Town retains the right of passage over every Grave or Lot so that Cemetery operations may be performed effectively.
47. The Town retains the right to temporarily relocate a Monument or Marker so that Cemetery operations involving the open and closing of a Grave or Lot may be performed.
48. The opening of a Grave or Lot necessitates the temporary mounding of earth on adjacent Graves. The Town reserves the right to determine the location for the temporary mound and will make reasonable efforts to restore adjacent Graves to their original condition as soon as possible following the closing of the Grave.
49. Funeral flowers delivered to the Cemetery at the time of Burial shall remain on the Grave or Lot for a minimum of five (5) days and may be removed at any time thereafter and disposed of by the Cemetery.
50. No Interment or Disinterment shall be permitted in any Grave, Lot, Niche or Scattering Grounds/Garden against which other Cemetery charges are due and unpaid.
51. Funeral processions within any part of the Cemetery shall be under the supervision and direction of the Coordinator or designate in all matters.
52. Remains shall be delivered to the Cemetery for Burial in a closed casket, cremation urn or container. Under no circumstances shall an employee of the Town open or close a casket, cremation urn or container unless required for Scattering.
53. The purchase of Interment Rights does not include the opening and closing of the Grave or Lot. Additional Cemetery fees and charges shall be incurred based upon the supplies or services provided in connection with the Interment in accordance with the prevailing Tariff of Fees and Charges.

54. Any Interments performed on a Saturday, Sunday or on a holiday recognized by the Town, or after 3:00 p.m., Monday to Friday, shall be subject to the applicable surcharges in accordance with the prevailing Tariff of Fees and Charges.

PART VII - DISINTERMENTS

55. Disinterments shall be conducted in accordance with the requirements of the Act and shall be subject to the prevailing Tariff of Fees and Charges.
56. No Disinterment shall take place without the written direction of the Interment Rights Holder by providing written direction from the Town. Evidence satisfactory to the Coordinator regarding the ownership of Interment Rights may be necessary.
57. The local Medical Officer of Health must be notified, and approval must be granted before the removal of casketed human remains take place.
58. Disinterments shall only be made when the remains are in a vault or urn.
59. Disinterments will be completed on a day and time designated by the Town, in conjunction with the Medical Officer of Health, who shall also be in attendance.
60. During a Disinterment, the Cemetery shall be closed. Only employees or Designates of the Town or those persons required or permitted by the Act shall be in attendance. The Town reserves the right for the Coordinator to disallow any witnessing of the Disinterment if he considers, in his sole discretion, that the health or safety of any person present may be at risk.
61. The Town will not be responsible for damage to any casket, cremation urn or container which may occur during the course of a Disinterment. Due to the length of time that a casket, cremation urn or container has been buried and the conditions to which it has been exposed, the Town cannot guarantee that it can retrieve a casket, cremation urn or container buried in a Grave. The condition of any casket, cremation urn or container may be unstable, in which case a new container may be required. Any such new container that may be required at the time of Disinterment shall be at the expense of the party authorizing the Disinterment.
62. Any flush or upright Marker or Monument designating the location of an interment shall be removed from the burial site at the time a disinterment is made. The expense shall be borne by the Interment Rights Holder.
63. The transporting of the deceased out of the Cemetery is the responsibility of the party authorizing the Disinterment, including all costs associated therein.

PART VIII - MEMORIALIZATION

64. The Interment Rights Holder, their legal representative or his duly authorized agent may give direction to erect or alter a Monument, Marker, Cornerstone or Memorial Wall Plaque on a Grave, Lot or Niche, unless otherwise approved by the Coordinator. Such person shall be responsible for the same and for observance of and compliance with all the provisions of this by-law.
65. Prior to any Monument, Marker, Cornerstone or Memorial Wall Plaque being erected, installed or placed in the Cemetery, the purchaser or Interment Rights Holder must enter into a contract for Cemetery services in a form provided by the Town and providing such information as may be required by the Town for the completion of the Contract.
66. Every person wishing to install a Monument, Marker or Cornerstone in a Cemetery shall pay to the Town the amount prescribed by the Act to be deposited in trust to the Care and Maintenance Fund.
67. No more than one (1) Monument may be erected on any Grave or Lot.
68. No more than four (4) Markers may be installed on any full size Grave or Lot and no more than two (2) Markers on a cremation Lot.

69. The character, size and location of any Monument, Marker or Cornerstone shall be regulated by the provisions of this By-law as set out in Schedule "A", attached hereto and forming part of this by-law unless otherwise approved by the Coordinator.
70. No Monument, Marker, Cornerstone, Memorial Wall Plaque or Bronze Wreath Scroll shall be permitted to be erected, installed or placed on a Grave or Lot or anywhere within the Cemetery where the design, marking, embossing or inscription may be made or placed thereon or affixed thereto is in any way detrimental or injurious to the purposes, decorum, dignity or sanctity of the Cemetery.
71. The Town reserves the right to remove, at its sole discretion, any Monument, Marker, Cornerstone or Memorial Plaque which is not in keeping with the dignity and decorum of the Cemetery.
72. All Memorial Wall Plaques and Bronze Wreath Scrolls will comply in a standard size and format.
73. No Monument, Marker or Cornerstones may be erected or placed on any Grave or Lot unless the required form of foundation has first been installed by the Cemetery at the expense of the purchaser or his designate, according to the Tariff of Rates and Fees approved by Council.
74. No Monument, Marker, Cornerstone, Memorial Wall Plaque or Bronze Wreath Scroll shall be permitted to be erected, installed or placed on a Grave or Lot in respect of which any fees or charges are due to the Town and remain unpaid.
75. All Monuments must withstand a minimum of 100 pounds of horizontal force without toppling.
76. All foundations must project a minimum of 3 inches from all sides of a Monument and must be between 6 inches and 8 inches in height.
77. Monuments may be reinforced using Pinning only.
78. No Monument, Marker or Cornerstone may be erected, placed, altered, repaired or relocated which is or will be in whole or in part composed of wood, metal, marble veneer or other veneer, brick or cement facing or exterior material or substance other than solid granite.
79. No person shall place, install or otherwise locate a Monument, urn, Marker or other object, other than Cremains, with the defined areas of the Scattering Grounds/Garden.
80. A foundation for a Monument shall be constructed of concrete and shall be a minimum of three (3) feet in depth and two inches larger around the entire perimeter than the Monument base size.
81. Not more than four (4) Cornerstones may be set to mark the corners of any Grave or Lot and same shall be a maximum of 25 square inches in size and shall have a flat surface and set level with the ground. All Cornerstones shall be located, set and maintained by the Coordinator or his designate at the expense of the Interment Rights Holder or their legally authorized representative.
82. Monuments shall be placed at the center of the head end of a Grave or Lot except where alignment with existing, nearby Monuments justifies another location. Approval of the location must be obtained from the Coordinator before a Monument is set.
83. Temporary Markers as may be supplied by the involved Funeral Home or Town shall be permitted for a maximum of six (6) months.
84. In the event that a Monument, Marker, Cornerstone, Bronze Wreath Scroll or Memorial Wall Plaque presents a risk to public safety because it is unstable or otherwise, the Town shall make such repairs or reset the memorial or lay it down so as to remove the risk.
85. The Town will use only reversible processes to preserve and stabilize a Monument, Marker or Cornerstone if the cost of doing so can be paid out of the

income received by the Care and Maintenance Fund or out of funds from other sources. The Town may remove a Monument, Marker, Cornerstone or Memorial Wall Plaque if it cannot be preserved using income from the Care and Maintenance Fund and represents a continuing risk to public safety.

86. All living legacy memorial donations such as a tree and structural memorial donations such as benches, birdbaths and sundials, as donations or elements within the Cemetery, must be approved by the Coordinator and become the property of the Town. Donations are recognized for a specific term identified in the Contract which details the obligations of all parties and acceptance of this By-law.
87. Once installed, donations cannot be removed, painted or adjusted, in any way or form, by individuals. All requests will be brought to the attention of the Coordinator.
88. The Town accepts no responsibility for damage, loss or replacement of any donated items outside of the specific terms of the Contract.

PART IX – CONTRACTOR/MONUMENT DEALER BY-LAWS

89. Any contractor performing any work in a Cemetery must comply with all applicable legislation including, without limitation, the Workplace Safety and Insurance Act, 1997, S.O. 1997, c.16, as amended, the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, as amended, the Environmental Protection Act, R.S.O. 1990, c.E.19, as amended, and maintain general liability insurance of not less than Two Million (\$2,000,000) per occurrence. Such contractor shall provide written proof of such compliance and coverage at the request of the Town and prior to commencing any work within a Cemetery. Should a contractor not be able to provide written proof of coverage, the said contractor shall be prohibited from completing any work within the Cemetery until written proof of coverage has been provided to the Town.
90. This By-law and all Cemetery rules and regulations shall apply to all contractors and all work carried out by contractors within a Cemetery.
91. Any private contractor work to be done to any Monument, Marker, Plaque or other within the Cemetery requires the preapproval of the Cemetery Coordinator with the initial consent of a Contract inclusive of the Interments Rights Holder or designate and the Contractor/Monument Dealer unless otherwise approved by the Coordinator.
92. Contractors will conduct their operations to prevent damage to any grounds, turf, shrubs, trees, flowerbeds, Monuments, Markers, Plaques or any other articles or natural feature in the Cemetery. Any damage caused by contractors shall be rectified by the Town at the expense of the contractor.
93. Contractors, Monument dealers and suppliers shall lay wooden planks on the Burial Lots and paths over which heavy materials are to be moved, in order to protect the surface from damage. Costs for repair of damages will be at the expense of the contractor, worker or supplier.
94. It is the responsibility of all contractors to prove the necessary approvals before commencing work at any location on the Cemetery property.
95. No work will be performed at the Cemetery except during the regular business hours of the Cemetery unless specifically authorized by the Coordinator.
96. Contractors shall temporarily cease all operations if they are working within fifty (50) meters of a funeral until the conclusion of the service. The Town reserves the right to temporarily cease contractor operations, at its sole discretion, if the noise of the work being performed by the contractor is deemed to be a disturbance to any funeral or public gathering with the Cemetery.
97. All implements and materials used in the performance of any work shall be placed as directed by the Town, and all rubbish and surplus earth or materials shall be removed when, and to where, and in such manner as the Town may direct. All work sites must be secured when left unattended.

98. In the event the Town's directives are not followed, the obstructions may be removed at the contractor's, worker's or supplier's expense.
99. All workers in any capacity within the Cemeteries, whether as Monument dealers, vault suppliers, funeral directors, etc., are subject to the direction and control of the Cemetery Coordinator and responsible for their actions, conduct, behavior and attire.

PART X - MAINTENANCE, IMPROVEMENT, CARE OF CEMETERY

100. The Coordinator or designate shall have power at all times to enter in and upon every part of the Cemetery and to perform such work as may be necessary, desirable or expedient for the care, maintenance and improvements of the Cemetery without in any way rendering the Town or himself liable for damages or otherwise.
101. No person other than the Coordinator or designate may plant, maintain or remove any tree, shrub, seed or sod. The Coordinator may permit such works by others according to his direction and satisfaction.
102. Corners, plant material and decorations are not permitted behind a Monument.
103. No curbing, fencing, or enclosure of any kind is permitted around the whole or any part of any Grave or Lot. Planting of borders around the perimeter of any Grave or Lot is prohibited.
104. Wreaths or other artificial arrangements not exceeding twenty (20) inches in width are permitted, however, such arrangements must be removed prior to April 1st of each year to facilitate spring maintenance works. The Coordinator or designate shall have the authority to remove and dispose of the same in the event the Interment Rights Holder has not done so.
105. Fresh flowers and small pots may be placed on a Grave or Lot to commemorate special occasions, however, the Town assumes no responsibility for such placements and will remove these and the containers when they become unsightly. Glass containers are not permitted.
106. Flower beds will be permitted in front of the base of Monuments only. Such flower beds shall not exceed the width of the base of the Monument and shall not extend beyond fourteen (14) inches away from the base of the Monument and shall not encroach onto any other Grave or Lot. Bricks, stone and marble chips are not permitted in any flower bed. Maintenance of all such flower beds shall be the responsibility of the Interment Rights Holder.
107. The Coordinator or designate shall have the authority to remove and seed over any Monument flower bed that exceeds the maximum size as per the provisions of this By-law. The Town shall not be responsible or liable in this regard.
108. All thorny bushes are prohibited.
109. Should any plant material become unsightly, neglected, overgrow a Monument or infringe on an adjacent Grave or Lot, the plant material may be removed by the Cemetery. It will not be replaced, nor will the Town assume responsibility or liability in this regard.
110. The Town reserves the right to regulate articles placed in the Cemetery that pose a threat to the safety of all Interment Rights Holders, visitors to the Cemetery and Cemetery employees; that prevent the Town from performing general Cemetery operations; or are not in keeping with the sanctity, dignity and decorum of the Cemetery. Prohibited articles may be removed and disposed of without notification. Prohibited articles include, but are not limited to; glass containers, weathered artificial flowers, shepherd's hooks, metal stakes, plastic and glass solar lamps, ceramic items, loose stones and such other objects as may cause a hazard at the discretion of the Town.
111. The Town shall maintain the grounds of the Cemetery, including all Graves and Lots, structures, Monuments and Markers to ensure the safety of the public and to preserve the dignity of the Cemetery. The Town, or its authorized contractors,

shall keep all Graves and Lots graded, sodded and mowed and shall keep cultivated and trimmed all trees, shrubs and common gardens of the Cemetery that are planted by the Town in accordance with the provisions of this By-law.

112. The Town reserves the right to remove any plant material to facilitate a Burial within a Grave or Lot. In such cases, the Town will make reasonable efforts to preserve and reinstall the plant material but does not assume any responsibility or liability in this regard.

PART XI - GENERAL REGULATIONS

113. Any persons not employed by the Town responsible for damage to any Lot, Grave, Monument, Niche or other structure in the Cemetery or landscaping or property therein shall be personally liable therefor apart from any liability on the part of his employer or the Interment Rights Holder of the Grave or Lot.
114. In storing or handling of materials or supplies from contractors or Funeral Directors at their request, the Town assumes no liability for damages sustained to same either by fire, accident or otherwise.
115. The Town shall not be responsible for loss or damage to any vehicle or its contents brought into any Cemetery or any articles left upon any Grave or Lot or location in a Cemetery.
116. No person shall operate any mode of transportation at a speed in excess of 15 kilometers per hour in any part of any Cemetery. The owner and operator of any mode shall be held responsible for any damage sustained to the Cemetery grounds or structures therein caused by the operation of such.
117. All motor vehicles shall travel exclusively on the paved roadways of the cemetery.
118. All patrons of passive recreation shall remain exclusively on the paved roadways of the Cemetery.
119. All-terrain vehicles or snowmobiles shall not be operated within a Cemetery for the purpose of amusement.
120. No person shall bring or leave any chair, bench, trellis, arch, or other similar article upon any part of a Cemetery.
121. No person shall bring any alcoholic beverages upon Cemetery property.
122. No person shall pick flowers, wild or cultivated, within any part of a Cemetery.
123. Dogs on leashes are only permitted in the Cemetery on roadways and walkways. All owners respect the sanctity of the cemetery grounds, keep their dogs off grassed areas and clean up after their dog. Please note: This privilege could be rescinded without notice.
124. No person shall enter or remain within a Cemetery before 8:00 a.m. in the forenoon or after sundown, except Police Officers and employees of the Town unless authorized by the Coordinator.
125. No person shall make cause or permit an unusual noise or make cause or permit a noise likely to disturb persons lawfully on Cemetery property or inhabitants residing adjacent to the Cemetery.

PART XII - INTERPRETATION

126. Every person who contravenes any provision of this By-law is guilty of an offence and upon conviction is liable to a fine as provided for in the Provincial Offences Act, R.S.O. 1990, c.P.33, as amended.

127. For the purposes of this By-law, unless the context requires otherwise:
- a. Words imparting the singular number shall include the plural and words imparting the masculine gender shall include the feminine and vice versa; and
 - b. Where a form of words or expression are prescribed by this By-law, deviations therefrom not affecting the substance or calculated to mislead do not vitiate them.
128. Should any section, subsection, clause, paragraph or provision of this By-law be declared by an authority of competent jurisdiction to be invalid, the same shall not affect the validity of this By-law as a whole or any part thereof, other than the provision so declared to be invalid.
129. This By-law shall come into force and effect upon approval by the Registrar pursuant to the Act.
130. Town of Lincoln Bylaw No. 2012-59 be and the same shall be repealed upon the coming into force of this By-law.

BY-LAW read a FIRST time this 5th day of September, 2018.

BY-LAW read a SECOND time this 5th day of September, 2018.

BY-LAW read a THIRD time and FINALLY PASSED this 5th day of September, 2018.

MAYOR:

CLERK:

THE CORPORATION OF THE TOWN OF LINCOLN

SCHEDULE “A”

REGULATIONS WITH RESPECT TO MONUMENTS, MARKERS AND
CORNERSTONES

	<u>Monument Stone Size</u>	<u>Base size</u>	<u>Total</u>
a) Single Grave Lot			
Maximum Height	20"	8"	28"
Maximum Width	20"	Width of headstone plus 6"	26"
Maximum Thickness	8"	Depth of headstone plus 6"	14"
b) Two Grave Lot – Where two graves are aligned side by side			
Maximum Height	24"	10"	34"
Maximum Width	36"	Width of headstone plus 8"	44"
Maximum Thickness	12"	Depth of headstone plus 8"	20"
c) Four Grave Lot – Where four graves are aligned side by side			
Maximum Height	36"	10"	34"
Maximum Width	48"	Width of headstone plus 8"	56"
Maximum Thickness	14"	Width of headstone plus 8"	22"
d) Six Grave Lot – Where six graves are aligned side by side			
Maximum Height	36"	10"	46"
Maximum Width	64"	Width of headstone plus 8"	72"
Maximum Thickness	14"	Depth of headstone plus 8"	22"
e) Lot for Cremated or Stillbirth Remains:			
1. No Monument shall be permitted on the Lots designated for cremated or stillbirth remains, said Lots measuring 2 ½ x 3 ½, however Markers flush with the ground level, are permitted according to the provisions of Section 2 of this Schedule.			
2. No Markers shall be placed except in conformity with the following requirements:			
a. No Marker shall exceed the dimensions of 24" by 14" for a single grave, or 18" by 12" for a lot designated for cremated or stillbirth remains and all markers shall be installed flush with the ground level.			

- b. Every Marker shall be placed on a base of gravel or crushed stone to a minimum depth of 6" or set in concrete to a depth of 6"
 - c. Every Marker shall be a minimum thickness of 4" and shall be of solid granite.
- 3. No Cornerstone shall be placed which exceeds 25 square inches in size and each such cornerstone shall be of solid granite with a flat surface and be placed flush with the ground level.
- 4. Charges for installation and placement of Monuments, Markers, Cornerstones and any memorial Markers including installation of foundations for any such memorials, shall be according to the Tariff of Fees and Charges.
- 5. Temporary Markers, as normally provided by Funeral Homes shall be permitted for a period of six (6) months from the date of burial.