



**City of Kawartha Lakes
Municipal Cemeteries**

By-Laws

**Revised on July 1, 2012 to comply with the provisions of
The Funeral, Burial and Cremation Services Act, 2002
(FBCSA) and Regulations administered by the Ministry
of Consumer Services for the Province of Ontario**

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These by-laws are the rules and regulations that govern any cemetery owned and operated by the City of Kawartha Lakes and have been approved by the Registrar of Cemeteries, FBCSA, Cemeteries Regulations Unit, Ministry of Consumer Services.

1. Definitions

Burial: The opening and closing of an inground lot or plot for the disposition of human remains or cremated human remains.

By-laws: The rules and regulations under which the Cemetery (and/or Crematorium) operates.

Care and Maintenance Fund: It is a requirement under the FBCSA that a percentage of the purchase price of all Interment Rights, and set amounts for marker and monument installations is contributed into the Care and Maintenance Fund. Interest earned from this fund is used to provide care and maintenance of plots, lots, markers and monuments at the Cemetery.

Contract: For purposes of these by-laws, all purchasers of interment rights must sign a contract with the cemetery, detailing obligations of both parties and acceptance of the cemetery by-laws.

Corner Posts: Shall mean any stone or other land markers set flush with the surface of the ground and used to indicate the location of a lot or plot.

Corporation: means the Corporation of the City of Kawartha Lakes

Crypt: An individual compartment in a mausoleum for the entombment of human remains.

Grave: (Also known as Lot) means any inground burial space intended for the interment of a child, adult or cremated human remains.

Interment Right: The right to require or direct the interment of human remains or cremated human remains in a grave, lot, niche or crypt and direct the associated memorialization.

Interment Rights Certificate: The document issued by the Cemetery to the purchaser once the interment rights have been paid in full, identifying ownership of the interment rights.

Interment Rights Holder: Any person designated to hold the right to inter human remains in a specified lot.

Lot: For the purposes of these By-Laws, a lot is a single grave space.

Marker: Shall mean any permanent memorial structure that is set flush and level with the ground, and used to mark the location of a burial lot.

Monument: Any permanent memorial projecting above the ground installed within the designated space to mark the location of a burial or lot.

Niche: An individual compartment in a columbarium for the entombment of cremated human remains.

Official of the Corporation: means the Director or designate of the City of Kawartha Lakes as determined by Council.

Plot: For the purposes of these by-laws, a plot is a parcel of land, sold as a single unit, containing multiple lots.

Scattering: Shall mean the act of spreading of cremated remains over a designated area within a cemetery with the knowledge and permission of the cemetery operator and in keeping with the cemetery's by-laws.

Scattering Rights Holder: Any person designated to hold the right to scatter cremated human remains in a specified lot or other designated area within the cemetery.

Vault: means a sealed outer container of sufficient strength to permit burial and remain intact. The container must be of a size to permit burial within the size of the lot.

2. General Information

2.1 Hours of Operation:

Visitation Hours: 8:00 a.m. until Sundown

Office Hours: 8:30 a.m. to 4:30 p.m.

Burial Hours: Monday – Friday 10:00 a.m. to 3:00 p.m. by appointment

Saturday before noon (subject to surcharge)

2.2 General Conduct:

The cemetery reserves full control over the cemetery operations and management of land within the cemetery grounds.

No person may damage, destroy, remove or deface any property within the Cemetery.

All visitors should conduct themselves in a quiet manner that shall not disturb any service being held.

2.3 By Law Amendments:

The cemetery shall be governed by these bylaws, and all procedures will comply with the Funeral Burial & Cremation Services Act, 2002 and Ontario Regulation 30/11, which may be amended periodically.

All by-law amendments must be:

- a) published once in a newspaper with general circulation in the locality in which the cemetery is located;
- b) conspicuously posted on a sign at the entrance of the cemetery; and
- c) delivered to each supplier of markers who has delivered a marker to the cemetery during the previous year, if the by-law or by-law amendment pertains to markers or their installation.

All by-laws and by-law amendments are subject to the approval of the Registrar, Cemeteries Regulation Unit, Ministry of Consumer Services.

2.4 Liability:

The cemetery operator will not be held liable for any loss or damage, without limitation (including damage by the elements, Acts of God, or vandals) to, any lot, plot, columbarium niche, 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 by gross negligence of the cemetery.

2.5 Public Register:

Provincial legislation – 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.

2.6 Pets or Other Animals:

Pets or other lower animals, including cremated animal remains, are not allowed to be buried on cemetery grounds.

2.7 Right to Re-Survey:

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.

2.8 Notice of Resale and Transfer of Interment or Scattering Rights:

Interment rights holders may first offer the interment rights to the cemetery operator. If the cemetery operator does not wish to re-purchase the interment rights, the interment right may be sold to a third party for no more than the current price listed on the cemetery price list, as long as the sale or transfer is conducted through the cemetery operator and the purchaser meets the qualifications and requirements as outlined in the cemetery operator's by-laws.

3 Cancellation or Resale or Interment Rights

Purchasers of interment or scattering rights holders acquire only the right to direct the burial of human remains and the scattering of cremated human remains, and the installation of monuments, markers and inscriptions, subject to the conditions set out in the cemetery by-laws. In accordance with cemetery by-laws, no burial, entombment, scattering, or installation of any monument, marker, inscription, or memorialization is permitted until the interment rights have been paid in full. An interment rights certificate will be issued to the interment rights holder(s) when payment has been made in full. The purchase of interment rights is not a purchase of Real Estate or real property. An interment rights holder wishing to resell their interment rights may advise the cemetery operator of their intention prior to seeking a third party buyer for their interment rights.

3.1 Cancellation of Interment Rights within 30 Day Cooling-Off Period:

A purchaser has the right to cancel an interment or scattering rights contract within thirty (30) days of signing the interment or scattering rights contract, by providing written notice of the cancellation to the cemetery operator. The cemetery operator will refund all monies paid by the purchaser within thirty (30) days from the date of the request for cancellation.

3.2 Cancellation of Interment or Scattering Rights after the 30 Day Cooling-Off Period:

Upon receiving written notice from the purchaser of the interment or scattering rights, the cemetery operator will cancel the contract and issue a refund to the purchaser for the amount paid for the interment or scattering rights less the appropriate amount that is required to be deposited into the Care and Maintenance Fund. This refund will be made within thirty (30) days of receiving said notice. If the interment rights certificate has been issued to the interment rights holder(s), the certificate must be returned to the cemetery operator along with the written notice of cancellation.

If any portion of the interment or scattering rights has been exercised, the purchaser, or the interment rights holder(s) are not entitled to cancel the contract or re-sell the interment or scattering rights.

3.3 Resale of Interment or Scattering Rights after 30 Day Cooling-Off Period:

Unless the interment or scattering rights have been exercised the purchaser retains the right to cancel the contract or re-sell the interment or scattering rights. Once payment for the interment or scattering rights has been made in full, and an interment rights certificate has been issued, the interment or scattering rights holder(s), as recorded on the cemetery records, has right to re-sell the interment rights. Any resale of the interment right shall be in accordance with the requirements of the cemetery by-laws and in keeping with the FBCSA.

•If any portion of the interment or scattering rights has been exercised, the purchaser, or the interment rights holder(s) are not entitled to re-sell the interment or scattering rights.

3.4 Care and Maintenance Fund Contributions:

As required by sections 166 and 168 of Regulation 30/11, a percentage of the purchase price of all interment rights, scattering rights and a prescribed amount of \$25.00 where there was no scattering rights sold, and a prescribed amount for monuments and markers is contributed into the care and maintenance fund. Income from this fund is used to provide only general care and maintenance of 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.

Note: all resales of interment or scattering rights must be carried out through the cemetery operator.

3.5 The interment or scattering rights holder(s) intending to sell their rights shall provide the following documents to the cemetery operator so that the operator can confirm the ownership of the rights and provide the third party purchaser with a the required certificate etc.:

- a) An interment or scattering rights certificate endorsed by the current rights holder
- b) If the resale involves interment rights, a written statement of the number of lots that have been used in the plot and the number of lots that remain. If the resale involves scattering rights, a written statement of the number of scatterings rights
- c) Any other documentation in the interment or scattering rights holder(s) possession relating to the rights

3.6 The third party purchaser will be provided with the following documents by the cemetery operator:

- a) An interment or scattering rights certificate endorsed by the current rights holder
- b) A copy of the cemetery's current by-laws
- c) A copy of the cemetery's current price list
- d) If the resale involves interment rights, a written statement of the number of lots that have been used in the plot and the number of lots that remain available
- e) If the resale involves scattering rights, a written statement of the number of scattering rights available
- f) Any other documentation in the interment rights holder(s) possession relating to the right.

3.7 The cemetery operator will require:

- a) Require a statement signed by the rights Holder(s) selling the interment or scattering rights acknowledging the sale of the interment rights to the third party purchaser;
- b) Require confirmation that the person selling the interment or scattering rights is the person registered on the cemetery records and that they have the right to re-sell the Interment or scattering rights;
- c) Record the date of transfer of the interment or scattering rights to the third party;
- d) The name and address of the third party purchaser(s);
- e) A statement of any money owing to the Cemetery Operator in respect to the Interment or Scattering Rights;

3.8 Once the endorsed certificate and all required 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 third party purchaser.

Upon completion of the above listed procedures, and upon the issuance of the new interment or scattering rights certificate, the third party purchaser or transferee(s) shall be considered the current interment or scattering rights holder(s) of the interment or scattering rights, and the resale or transfer of the interment or scattering rights shall be considered final in accordance with the cemetery by-laws and the FBCSA.

3.9 The cemetery operator may charge an administration fee for the issuance of a duplicate certificate in accordance with the price listed on the cemetery operator's current price list.

3.10 The cemetery operator does not prohibit the resale of an interment or scattering rights and may repurchase the interment or scattering rights from the rights holder(s) if the cemetery operator so desires and may negotiate a purchase price so long as the seller acknowledges being aware of the cemetery operators current price list amounts for interment and scattering rights.

4. Burial or Scattering of Cremated Remains

4.1 Interment or scattering rights holder(s) must provide written authorization prior to a burial, scattering, or an entombment taking place. 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 i.e. Personal Representative, Estate Trustee, Executor or next of kin.

4.2 A burial permit issued by the Registrar General or equivalent document showing that the death has been registered with the province must be provided to the cemetery office prior to a burial, scattering or entombment taking place. A Certificate of Cremation must be submitted to the cemetery office prior to the burial of cremated remains or scattering of cremated remains taking place.

4.3 In accordance with the FBCSA the purchaser of interment or scattering rights must enter into a cemetery contract, providing such information as may be required by the cemetery operator for the completion of the contract and the public register prior to each burial or entombment of human remains, or each scattering of cremated human remains.

4.4 Payment must be made to the cemetery before a burial can take place.

4.5 The cemetery shall be given 24 hours of notice, 8 hours of which must be normal hours of operation.

4.6 The opening and closing of graves, crypts and niches or the scattering of cremated remains may only be conducted by cemetery staff or those designated to do work on behalf of the cemetery.

a) Cremated remains may be scattered within a designated area of the cemetery.

b) Cremated remains are not permitted to be scattered on a grave.

c) A scattering rights contract must be completed and the payment of the scattering fee must be received before the scattering of cremated human remains can take place.

d) Once scattered cremated remains cannot be retrieved.

4.7 Human remains may be disinterred from a lot provided that the written consent (authorization) of the interment rights holder has been received by the cemetery operator and the prior notification of the medical officer of health. A certificate from the local medical officer of health must be received at the cemetery office before the removal of casketed human remains may take place. A certificate from the local medical officer of health is not required for the removal of cremated remains.

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).

4.8 Not more than four interments shall be made in any single grave except:

- a. That of one regular burial and three cremated remains, or four cremated remains;
- b. Or a 60.96 x 30.48 cm (24" x 12") 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.
- c. Not more than four cremated remains in a cremation only grave.

4.9 In ground Interments shall only take place between May 1 and December 1, unless weather and ground conditions are exceptional and permission has been obtained from the Corporation.

4.10 All remains to be buried in a grave must be enclosed in a container, sealed securely, and of sufficient strength to permit burial with the container remaining intact. The container must be of size to permit burial within the size of the lot.

All regular burials will require an outer container except in those areas of each Cemetery designated in Schedule "A" to these by-laws. Burials exempt from outer containers must be set up by an employee of the Corporation or someone contracted by the Corporation.

4.11 An official or employee of the Corporation or someone contracted by the Corporation shall be in attendance at each interment.

5. Memorialization

5.1 No memorial or other structure shall be erected or permitted on a lot until all charges have been paid in full.

5.2 No monument, footstone, marker or memorial of any description shall be placed, moved, altered, or removed without permission from the cemetery operator.

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

5.4 The cemetery operator 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, marker, or other structure, or part thereof.

5.5 The cemetery operator 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 would interfere with any future interments.

5.6 All foundations for monuments and markers shall be built by, or contracted to be built for, the cemetery operator at the expense of the interment rights holder.

5.7 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 so as to remove the risk.

5.8 The cemetery operator reserves the right to remove at its sole discretion any marker, monument, or inscription which is not in keeping with the dignity and decorum of the cemetery as determined by the corporation.

5.9 A monument, private mausoleum, or other structure shall be erected only after the specific design plans have been approved by the cemetery operator including: dimensions, material of structure, construction details, and proposed location.

5.10 In keeping with the cemetery by-laws only one monument shall be erected within the designated space on any lot.

5.11 The minimum thickness for flat markers including footstones is 4 inches or 10 cm.

5.12 All monuments and markers shall be constructed of bronze, granite or marble.

5.13 No monument shall be delivered to the cemetery for installation until the monument foundation has been completed, and the interment rights holder(s) and/or marker retailer have been notified by the cemetery operator.

5.14 Markers and footstones of bronze or granite are permitted with size and quantity restrictions according to cemetery by-laws and the placement of such memorials shall not interfere with future interments.

5.15 Single lot maximum:

One headstone, one footstone, and four corner posts may be erected on a single Grave. The maximum size monument allowed is:

Height 60.96 cm (24 inches)

Width 76.20 cm (30 inches)

5.16 Double lot maximum:

One headstone, two footstones and 4 corner posts are allowed. The maximum size monument allowed on a double lot is:

Height 1.22 metres (4 feet)

Width 1.52 metres (5 feet)

5.17 Cremation Lot maximum:

Each cremation lot may be marked on the ground with one flat marker, placed flush with the grade. Maximum cremation grave marker size not to exceed 26" x 18".

5.18 The minimum thickness of a die shall be 30.50 cm. (8 inches). Should the monument exceed 106.68 cm (42 inches) overall height, the die must be 45.40 cm (10 inches).

The die stones must be installed on a rough-cut granite base. The height of the base shall be a minimum of 20.3 cm (8 inches). 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.

The maximum width of a base is controlled by the width of the plot or lot where it will be installed. No base shall be closer than 7.6 cm (3 inches) to the lot width sidelines on which it is to be installed.

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.

5.19 One flat marker may be placed on each grave in addition to the monument. The marker shall be placed at the end of the grave farthest from the monument and shall not exceed 40.64 cm x 60.96 cm (16" x 24")

6. Care and Planting

6.1 A portion of the price of interment or scattering rights is trusted into the Care and Maintenance Fund.

The income generated from this fund is used to maintain, secure and preserve the cemetery grounds.

Services that can be provided through this fund include:

- Re-levelling and sodding or seeding of Lots or scattering grounds
- Maintenance of cemetery roads, sewers and water systems
- Maintenance of perimeter walls and fences
- Maintenance of cemetery landscaping
- Maintenance of mausoleum and columbarium
- Repairs and general upkeep of cemetery maintenance buildings and equipment

6.2 No person other than cemetery staff shall remove any sod or in any other way change the surface of the burial lot in the cemetery.

6.3 No person shall plant trees, flower beds or shrubs in the cemetery except with the approval of the cemetery.

6.4 Flowers placed on a grave for a funeral shall be removed by the cemetery staff after a reasonable time to protect the sod and maintain the tidy appearance of the cemetery.

7. Items That Are Prohibited and Permitted

7.1 The cemetery reserves the right to regulate the articles placed on lots or plots that pose a threat to; the safety of all interment rights holders, visitors to the cemetery and cemetery employees, prevents the cemetery from performing general cemetery operations, or are not in keeping with the respect and dignity of the cemetery. Prohibited articles will be removed and disposed of without notification.

The following items are prohibited from being placed on lots within the cemetery: articles made of hazardous materials such as glass, ceramics, or corrosive metals; loose stones or sharp objects; trellises or arches; chairs or benches.

7.2 The cemetery reserves the right to remove all flowers, potted plants, wreaths and baskets of flowers when they become withered or unsightly, or for

any other reason such removals are in the best interest of the Cemetery. No decorations are permitted at the Foot Marker.

Artificial flowers are permitted, provided they are properly maintained and not detrimental to the general maintenance of the cemetery.

Decoration of graves: flowers, plants, shrubs and trees may be placed in the cemetery after consultation with cemetery office regarding the following general directions:

Cut flowers are allowed on all lots but must be placed in receptacles. The receptacle must be set in the ground with the top even with the surface of the ground and covered when not in use.

Artificial freestanding wreaths are prohibited. Monument saddles may be placed on monuments. Placing of artificial flowers is permitted in the flowerbeds. Flowerbeds may not exceed the length of the Marker base or exceed 15 inches in width. Plantings are allowed only in front of the markers. Annual flowers must be removed by September 30th. Artificial flowers from the previous year must be removed by April 15th.

Decoration Days will be held from June 1st to August 31st.

8. Contractor/Monument Dealer Bylaws

8.1 Any contract work to be performed within the cemetery requires the written pre-approval of the interment rights holder and the cemetery operator before the work may begin. Pre-approval includes but is not limited to: landscaping, delivery of monuments and markers, inscriptions, designs, drawings, plans and detailed specifications relating to the work, proof of all applicable government approvals and permits, the location of the work to be performed. It is the responsibility of all contractors to report to the cemetery office and provide the necessary approvals before commencing work at any location on the cemetery property. Prior to the start of any said work, contractors must provide proof of:

WSIB coverage

Occupational Health and Safety compliance standards

Environmental Protection

WHMIS

Evidence of liability insurance of not less than \$2 million.

- (a) All cemetery by-laws apply to all contractors and all work carried out by contractors within the cemetery grounds.

- (b) Contractors, monument dealers and suppliers shall not enter the cemetery in the evening, weekends or statutory holidays, unless approval has been granted by the cemetery operator
- (c) No work will be performed at the cemetery except during the regular business hours of the cemetery.
- (d) Contractors shall temporarily cease all operations if they are working within 100 metres of a funeral until the conclusion of the service. The cemetery reserves the right to temporarily cease contractor operations at their 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 within the cemetery.
- (e) 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.

9. Columbarium Bylaws

9.1 Payment must be made to the cemetery operator before an interment may take place

9.2 Only the cemetery operator may open and seal niches for interments. This applies to the inside sealer and the niche front. No person other than cemetery staff shall remove or alter niche fronts.

9.3 To ensure quality control, desired uniformity and standard of workmanship, the cemetery reserves the right to inscribe all niche fronts or install all lettering, vases, adornments, or any other approved attachment.

9.4 The cremated remains of not more than two persons shall be interred in any niche.

The marker used on a niche shall be supplied and installed by the cemetery and the cost shall be addition to the selling price.

Items such as photographs, additional script, flowers, etc. may not be attached to the niche.

The cemetery reserves the right to remove deteriorated or excessive quantities of flowers from the surrounding area.

The niches shall be sold according to the numbering system shown on diagrams provided.

The inside dimensions of each niche is 12"x12"x12".

Interment or disinterment of cremated remains in a columbarium will be permitted year round, weather permitting.

Interments or disinterment are to be performed by cemetery personnel only, during regular business hours. Extra charges apply for weekend and Statutory Holidays.

Nothing may be placed on the top surface of the Columbarium.

Maximum size of containers for cremated remains to be interred in a columbarium is:

29 cm. x 29 cm. x 14 cm (11 ½" x 11 ½" x 5 ½").

9.5 Fifteen percent (15%) of the selling price of each niche shall be placed in the Care & Maintenance fund. Opening and closing charges shall be shown on the Tariff of Rates and are subject to change upon approval by Council and the Registrar.

10. Mortuary Regulations (Storage)

10.1 The Official reserves the right to determine if adverse weather or ground conditions shall prevent a burial in the Cemetery. If it is deemed necessary, a storage vault may be used, at no extra charge, until conditions permit the interment.

10.2 Contracted use of the storage vault shall be billed at the rates shown on the Tariff.

10.3 The burial permit and interment information must accompany the human remains when delivered to the Cemetery for Storage. A storage Contract shall be entered into at that time. The remains must be clearly identified by a laminated tag fastened to the handle of the casket with zip cord.

10.4 The Official of the Cemetery may remove human remains from storage and inter it in a single grave at any time after the expiration of the storage contract, or at any time the condition of the body renders the interment necessary or expedient.

10.5 All human remains must be removed from the storage vault by April 30 in each year.

10.6 The remains of persons deceased from contagious diseases cannot be admitted to the storage vault.

10.7 All human remains stored in the vault must be embalmed.

10.8 No human remains shall be placed in a reinforced cardboard container for storage. Only remains placed in a wooden or metal casket may be stored in the vault.

11. Gifts to the Cemetery

The Corporation gratefully accepts donations to the Cemetery. All trees and structural gifts, such as benches must be approved by the Official of the Corporation and become the property of the Cemetery. They are located at the approval of the Official, although every effort is made to accommodate the request of the donor. The donation is recognized for the lifetime of the plant or item.

12. Rules for Visitors

Visitors are welcome at the cemetery during the hours of 8:00 a.m. until sundown. They are asked to maintain the dignity and peace of the cemetery.

The Official of the Corporation and cemetery staff are empowered and are required to preserve order and decorum in the cemetery.

Any person disturbing the quiet and good order of the cemetery by noise or other improper conduct or who violates these by-laws, may be expelled from the grounds.

No parades other than funeral processions shall be admitted to or be organized within the cemetery, unless permission is granted from the Corporation.

Children under the age of twelve years are welcome in the cemetery grounds when accompanied by an adult, who shall be responsible for their good conduct and safety.

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 Official of the Corporation.

No recreational ATVs. (All terrain vehicles) or snowmobiles are allowed in the cemetery.

Drivers of vehicles that damage the cemetery shall be held responsible for any costs incurred for repairs.

Discharging of firearms, other than in regular volleys at burial services is prohibited in and around the cemetery.

No dogs or other pets shall be allowed in the cemetery.

No picnic party shall be permitted in the cemetery grounds.

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.

Any complaints by interment rights holders or visitors should be made to the Official of the Corporation.

Rubbish shall not be thrown on roadways, lots or walkways or any other part of the grounds. Receptacles are provided at convenient points on the grounds for the deposit of weeds, decayed flowers, plants, and other debris.

The Corporation may remove any article, which is deemed detrimental to the efficient maintenance of the grounds, constitutes a hazard to machinery, employees or visitors, or is unsightly or does not conform to the natural beauty or design of the cemetery. An article removed will be held at the cemetery for collection. Rights holder will be notified whenever possible, and it will be disposed of after 60 days if not collected.

Schedule "A"

Vaults are highly recommended for all regular burials and will be required except in the areas of each cemetery designated as follows:

Bexley:	Old Section & Lots 301 to 320 in New Section
Burnt River:	Old Section, Ranges 11 – 27, Lots 6-17
Coboconk:	Old Section & Lots 30 to 45 in New Section
Kinmount:	Ranges 1 to 5 , Plots 9 – 16
Lake Dalrymple:	Range K, Lots 11 - 16
Lakeside South Valentia:	Range 8, Lots 1 to 4
Lake View:	Ranges A to L and AA to AD
Mud Lake:	Vaults not required
Pine Grove:	Ranges I to XXII and Ranges A – D
Woodville Knox Presbyterian:	Vaults not required

Terms of Reference

Name: Kawartha Lakes Cemetery Board

Date Established by Council: December 11, 2018

Mission:

The mandate of the Kawartha Lakes Cemetery Board is to provide advice and recommendations to Council on City of Kawartha Lakes cemetery services such as Decoration Days, the sale of cemetery services and the provision of cemetery maintenance.

Roles and Responsibilities:

It is the responsibility of all appointed members to comply with:

- the City Code of Conduct for Board Members
- the City Procedural By-law
- Other applicable City by-laws and policies
- Municipal Act
- Municipal Freedom of Information and Protection of Privacy Act
- Municipal Conflict of Interest Act
- Ontario's Funeral, Burial and Cremation Services Act, 2002 and its Regulations.

No individual member or the Board as a whole has the authority to make direct representations of the City to Federal or Provincial Governments.

Members shall abide by the rules outlined within the Municipal Conflict of Interest Act and shall disclose any pecuniary interest to the Recording Secretary and absent himself or herself from meetings for the duration of the discussion and voting (if any) with respect to that matter.

The Board will abide by any terms and conditions which may be set out by the City's Council, CAO, City Clerk, City Solicitor, Auditor and/or Insurer for any

activities relating to Board business in keeping with the Board's Terms of Reference and established Policies.

Activities:

The following represent the general activities of the Board:

- a) To prepare an annual written report to Council by the end of Q1 each calendar year in line with the Board's achievements from the previous year in line with the approved work plan and to present to Council their current year work plan to include details on promotion of public education programs, review of other government reports, programs and legislation for any impacts on the City or its programs, and future City policy direction all with the view of advancing the City's adopted strategic priorities and proposed budget.
- b) To provide advice and guidance to City Council, through the Community Services Department, on matters pertaining to policies, practices and programs related to municipal cemeteries.

Composition:

The Board shall be comprised of a maximum of 6 members consisting of up to 5 members of the public and 1 Council representative all of whom will have full authority to debate and vote. The Board shall consist of a minimum of 3 members. Board members will be appointed by Council in accordance with established policy.

Appointment of Officers:

The Board shall, at its first meeting in each year, elect from its membership a Chair, and Vice-Chair. It is acknowledged that there are no per diems for any Board positions and it is acknowledged that none of the above positions shall be paid for their services. All Board members are considered volunteer positions.

Term of Appointment:

Unless exempted by legislation, members will be appointed for a term of either two or four years with terms expiring at either the mid-term or full term of Council. Members shall continue to serve beyond the end of their

term until the appointments of their successors have been approved by Council.

Resources:

The Community Services Department will provide support in the form of advice, day-to-day liaison with the City, updates on program and promotional ideas and initial assistance in their implementation to the degree resources are available. The liaison department will also assist in the preparation and submission of budget recommendations/grant submissions, if needed and attend meetings of the Board.

A member of staff shall be designated as Recording Secretary by the liaison department. The Recording Secretary shall prepare and publish agendas; attend all formal business Board meetings for the purpose of taking Minutes; and prepare and publish in an accessible format acceptable to the City Clerk's Office.

The Recording Secretary shall ensure that a current Terms of Reference for the Board has been provided to the City Clerk's Office and is posted on the City website.

Timing of Meetings:

Meetings will be held on a set day and time as may be determined by the Board or at the call of the Chair.

Location of Meetings:

The location of the meetings will be set by the Board and must be held in an accessible City facility.

Meetings:

The Board shall hold a minimum of four (4) meetings in each calendar year. The Chair, through the liaison department, shall cause notice of the meetings, including the agenda for the meetings, to be provided to members of the Board and posted to the City website a minimum of three (3) business days prior to the date of each meeting through the Recording Secretary. Quorum for meetings shall consist of a majority of the members of the Board. No meeting shall proceed without quorum.

At the first meeting of each year, an Orientation Session shall be held for new members.

Working meetings throughout the year to advance the efforts of the work plan shall be held at the call of the Chair with the Chair providing notice of the working meetings to all members of the Board a minimum of three (3) business days prior to the date of each meeting. No formal minutes are required to be taken at working meetings; however, notes shall be taken.

Procedures:

Procedures for the formal business meetings of the Board shall be governed by the City's Procedural By-law and Legislation or, where both of these are silent, by Robert's Rules of Order.

Closed Meetings:

The Board shall not be permitted to hold Closed Meetings.

Agendas and Minutes:

A copy of the Agenda shall be provided to the City Clerk's office at the same time it is provided to Board members. The City Clerk's office will distribute the agenda to Council members as per established procedures.

Minutes of all formal business meetings and notes from working meetings of the Board shall be forwarded to the liaison department, and to the City Clerk's Office, not later than two weeks after the meeting. Action items requested of staff and/or Council will be brought to the attention of the Community Services Department at that time. The City Clerk's Office will electronically circulate the formal business meeting minutes to all members of Council for their information. The City Clerk's Office will maintain a set of printed minutes on file for public review.

The Recording Secretary shall ensure that all Board Agendas and Minutes are posted to the City website at the same time as they are circulated to the City Clerk's Office.

Reports:

One written report to Council is required per year from the Board, being the work plan and the previous year's annual report.

If there are recommendations of the Kawartha Lakes Cemetery Board that fall outside of this report, they are to be forwarded to Council, through the liaison department in a formal written report on the City report template. It will be the responsibility of the Board Chair to provide a memo to the liaison department identifying the Board recommendations for final preparation of the report.

Purchasing Policy:

This Board has no purchasing or procurement responsibilities.

Insurance:

The City of Kawartha Lakes' General Liability Policy and Errors and Omissions Liability Policy will extend to this Board and its members. The applicable insurance policies extend to Board members while in the performance of his/her duties and to those activities authorized by the City of Kawartha Lakes and Council. Members must adhere to the policies and procedures of the City of Kawartha Lakes and Council, including the Terms of Reference.

The Board must provide, via the liaison department an annual updated listing of all members, including member positions, to the City of Kawartha Lakes to ensure the applicable insurance coverage remains in force.

Board members are not entitled to any benefits normally provided by the Corporation of the City of Kawartha Lakes, including those provided by the Workplace Safety and Insurance Board of Ontario ("WSIB") and are responsible for their own medical, disability or health insurance coverage.

Expulsion of Member:

Any member of the Board who misses three consecutive formal business meetings, without being excused by the Board, may be removed from the Board in accordance with adopted policy.

Any member of the Board may be removed from the Board at the discretion of Council for reasons including, but not limited to, the member being in contravention of the Municipal Act, the Municipal Freedom of Information and Protection of Privacy Act, the Provincial Offences Act, The Municipal Conflict of Interest Act or the Code of Conduct for Committee

Members; disrupting the work of the Committee; or other legal issues. The process for expulsion of a Committee member is outlined in the City's **Council Committee, Board and Task Force Policy**.

Terms of Reference:

The Recording Secretary shall ensure that a current Terms of Reference for the Board has been provided to the City Clerk's Office and is posted on the City website.

Any responsibilities not clearly identified within these Terms of Reference shall be the responsibility of the City of Kawartha Lakes. Council may, at its discretion, change the Terms of Reference for this Board at any time. Any changes proposed to these Terms of Reference by the Committee shall be recommended to Council via the liaison department through a report to Council.

At the discretion of Council the Board may be dissolved by resolution of Council.