

**THE CORPORATION OF THE MUNICIPALITY OF SIOUX LOOKOUT**

**BY-LAW NO. 26-21**

BEING A BY-LAW TO REGULATE THE CEMETERIES  
OF THE CORPORATION OF THE MUNICIPALITY OF SIOUX LOOKOUT AND TO  
RESCIND BY-LAW NO. 28-12.

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WHEREAS Section 150 (1) of the Funeral, Burial and Cremation Services Act, 2002, S. O. 2002, c 33, provides that an owner of a cemetery or crematorium may adopt By-laws affecting the operation of the cemetery or crematorium; and

WHEREAS the Council of The Corporation of the Municipality of Sioux Lookout has deemed it necessary to adopt a By-law to reflect current operations of the Cemeteries that are owned and operated by The Corporation of the Municipality of Sioux Lookout;

NOW THEREFORE, THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF SIOUX LOOKOUT ENACTS AS FOLLOWS:

**1. DEFINITIONS AND INTERPRETATION**

1.1. In this By-law:

- 1.1.1. **Act** shall mean the Funeral, Burial and Cremation Services Act, 2002, S. O. 2002, Chapter 33, and all Regulations adopted thereunder.
- 1.1.2. **Border** shall mean any structure, other than a cornerstone, composed of any material and placed on a lot for the purpose of defining the perimeters of the lot.
- 1.1.3. **Burial Permit** shall mean the document that records a death and is completed by the Division Registrar in accordance with the Vital Statistics Act, R.S.O., 1990, Chapter V.4, as amended.
- 1.1.4. **Cap** shall mean any structure, other than a marker, placed over all or a portion of the surface area of a lot.
- 1.1.5. **Care and Maintenance Trust Fund** shall mean that fund, as required by Provincial legislation, to which a portion of the purchase price of all Interment Rights, and the prescribed amount payable upon installation of Monuments and Markers, is contributed and income from which shall go towards offsetting the costs to provide general care and maintenance of the Municipal Cemeteries.
- 1.1.6. **Cemetery** shall mean Municipal land set aside to be used for the interment of human remains and includes a Cremation Rail, columbaria or any other structure or grounds intended for the interment of human remains, and shall include those Cemeteries under the care and control of the Municipality and shall specifically include Northway Cemetery, Sacred Heart Cemetery and Hillcrest Cemetery.
- 1.1.7. **Cemetery By-law** shall mean the current Cemetery By-law of the Municipality, as may be amended, from time to time, which defines the rules and regulations under which the Cemeteries operate.
- 1.1.8. **Cemetery Supplies and Services** shall mean those cemetery supplies and services as defined by the Act.
- 1.1.9. **Certificate of Cremation** shall mean that original document provided by a Crematorium that identifies cremated human remains.



- 1.1.10. **Certificate of Interment Rights** shall mean that document developed in accordance with the Act and issued by the Municipality that identifies the purchaser(s) of interment rights.
- 1.1.11. **Columbarium (Columbaria)** shall mean an above-ground structure designed for the purpose of interring cremated human remains.
- 1.1.12. **Communicable Disease(s)** shall mean those diseases as identified by Regulation pursuant to the Health Protection and Promotion Act, R.S.O., 1990, c.H.7, as amended.
- 1.1.13. **Cornerstone** shall mean any object or device, set flush with the surface of the ground that identifies the corners or boundaries of a lot.
- 1.1.14. **Council** shall mean the Council of The Corporation of the Municipality of Sioux Lookout.
- 1.1.15. **Cremation Rail** shall mean that structure located in Hillcrest Cemetery that provides a common facility for the interment of cremated human remains and the placement of markers.
- 1.1.16. **End** shall mean, when used in reference to a lot, the east or west boundaries of that lot.
- 1.1.17. **Foundation** shall mean a concrete or granite pad on which a marker or marker base is set to ensure stability of the marker.
- 1.1.18. **Disinter** shall mean the removal of human remains from a closed or sealed grave or lot.
- 1.1.19. **Grave** shall mean a single burial space within a lot or a space on the Cremation Rail, for the interment of cremated human remains.
- 1.1.20. **Human Remains** shall mean a dead human body and includes non-cremated human remains and cremated human remains.
- 1.1.21. **Inter (and Interment)** shall mean the burial of human remains and includes the placing of human remains in a lot or a grave.
- 1.1.22. **Interment Rights** shall mean the right to require or direct the Interment or Inurnment of human remains in a lot, grave, or niche as well as the right to place a marker on a lot or grave in accordance with the provisions of this By-law.
- 1.1.23. **Interment Rights Holder** shall mean the person(s), firm or corporation named on the Interment Rights Certificate or the Interments Rights Transfer Certificate who holds the interment rights with respect to a grave or a lot.
- 1.1.24. **Interment Rights Transfer** shall mean a gift, bequest, or any other transfer of interment rights, made without consideration, and shall be subject to an administration fee.
- 1.1.25. **Interment Rough Box** shall mean a wooden structure placed in a lot during the preparation of an interment intended to provide temporary protection of the casket when it is placed therein.
- 1.1.26. **Interment Vault** shall mean a structure which may be placed in a lot during the preparation of an interment and usually constructed of fiberglass or cement intended to provide a watertight, non-decaying structure in which the casket is placed.



- 1.1.27. **Inurnment** shall mean the placement of human remains in a Columbarium Niche.
- 1.1.28. **Lot** shall mean an area of land in the Municipal Cemeteries containing, or set aside to contain human remains.
- 1.1.29. **Marker** includes:
- a) **Flat Marker** shall mean a permanent plaque, inscription or other structure, flush and level with the ground, affixed or intended to be affixed to a lot or to a grave.
  - b) **Monument (Marker)** shall mean any permanent upright plaque, headstone, inscription or other structure that projects above the surface of the ground, affixed to or intended to be affixed to the west end of a lot.
  - c) **Temporary Marker** shall mean a cross constructed of treated or pressurized wood or a marker placed by the Municipality which is constructed of plastic material, affixed to or intended to be affixed to the west end of a lot.
  - d) **Niche Marker** shall mean the bronze marker affixed to a Niche door, supplied by the Municipality and in accordance with its design, size and inscription requirements as determined from time to time by the Municipality.
  - e) **Memory Wall Marker** shall mean the bronze marker, affixed to the non-Niche walls of a columbaria, to memorialize individuals not interred in the Municipal Cemeteries, and in accordance with the Municipality's design, size and inscription requirements, as determined from time to time by the Municipality.
- 1.1.30. **Marker Space** shall mean that place designated to contain a marker and shall comply with the size requirements as set out in this By-law.
- 1.1.31. **Memorial Service** shall mean any service, and most often performed by a member of the Clergy, at which a person(s) is remembered.
- 1.1.32. **Municipality** shall mean The Corporation of the Municipality of Sioux Lookout and shall include any person appointed by the Council to manage or otherwise perform the day to day business of the Municipal Cemeteries.
- 1.1.33. **Niche** shall mean a recessed compartment in a Columbarium to hold cremated human remains in up to two urns.
- 1.1.34. **Non-resident** shall mean any person other than a resident of the Municipality of Sioux Lookout (also see Resident).
- 1.1.35. **Notice** shall mean, in respect to amending or repealing this By-law and enacting a new By-law, a poster measuring a minimum of 8½" X 14" in size being placed at the entrance to the Municipal Cemeteries, and a printed notice placed in a newspaper deemed to serve the Municipality.
- 1.1.36. **Pre-need Supplies or Services** shall mean cemetery supplies or services that are not required to be provided at the time the purchases are made.
- 1.1.37. **Resident** shall mean any person who has owned or rented a dwelling within the Municipality for a period of not less than five consecutive years at any time prior to his death.



- 1.1.38. **Rubbish** shall mean weeds, decayed or discarded flowers or other plants, discarded containers for holding flowers, or plants, or any other non-municipally approved article left at the lot or grave.
- 1.1.39. **Registrar** shall mean the Bereavement Authority of Ontario Registrar appointed from time to time for the administration of the Act.
- 1.1.37 **Scatter** shall mean the act of spreading cremated human remains over a designated area within a cemetery. Scattering is not permitted within the Municipal Cemeteries.
- 1.1.38 **Side** shall mean, when used in reference to a lot, the north or south boundaries of that lot.
- 1.1.40 **Veteran's Lot** shall mean the area of land located in Northway Cemetery, reserved by the Royal Canadian Legion, Branch 78.
- 1.2. All reference made to the male gender shall include the female gender and all reference to the singular shall include the plural where applicable in this By-law.

## **2. GENERAL ADMINISTRATION**

- 2.1. Council shall be responsible for the management of all Municipal Cemeteries.
- 2.2. Council may appoint such persons as are necessary from time to time to perform the day to day business of the Municipal Cemeteries, and such appointments may be made without an amendment to this By-law.
- 2.3. No Municipal employee or other person charged with providing services at a Municipal Cemetery shall accept gratuities or rewards for any personal services or attention.
- 2.4. The Municipality shall be responsible for all maintenance, repairs, alterations, expansions and any other activity performed in all Municipal Cemeteries and no person shall perform any maintenance, repair, alteration, expansion or other activity without the prior written approval of the Municipality.
- 2.5. No provision contained herein shall in any way limit or prevent the Municipality from entering any part of any Municipal Cemetery at any time to conduct such duties for any purpose.
- 2.6. The Municipality expressly reserves the following rights and privileges to be exercised from time to time in accordance with any governing Provincial legislation:
  - 2.6.1. To resurvey, enlarge, construct a building or structure, alter, and/or diminish all or any portion of the Municipal Cemeteries;
  - 2.6.2. To lay out, establish, close, eliminate, or otherwise modify or change the location of roads, walks, accesses or drives;
  - 2.6.3. To create or remove easements and rights of way over and through any Municipal Cemetery lands for the purpose of installing, maintaining, or operating utility or communication lines, drains, irrigation systems, or for any other Cemetery purpose provided that no interments or sale of Interment Rights have taken place in these areas.
- 2.7. All requests for Cemetery supplies or services shall be submitted in writing to the Municipality, and be conducted by or under the authority of the Interment Rights Holder.



- 2.8. Fulfilling of requests for work that is in addition to the normal activities performed by the Municipality shall be at the discretion of the Municipality. The work may be conducted dependent upon availability of time and resources.
- 2.9. The Municipality may, from time to time, amend this By-law in order to best serve the interests of its Cemeteries and the Interment Rights Holders. A Notice shall be circulated advising of such amendments, pursuant to the applicable legislation.
- 2.10. On an annual basis, the Municipality shall transfer from the Care and Maintenance Trust Fund an amount not to exceed the income earned by the fund less any expense incurred for the trustee's fees and these monies shall only be used for those purposes as provided for by the Act and this By-law.
- 2.11. The Municipality shall submit all amendments or schedules to this By-law, as required from time to time, to the Registrar for approval in accordance with the Act, and no amendment or schedule subject to the Registrar's approval shall take effect until such time as the Municipality has been notified in writing that said amendment or schedule has been approved.
- 2.12. Payment in full is required prior to any Cemetery supplies and services being provided. In extenuating circumstances, the Treasurer, or designate, may approve a payment plan and interest on any outstanding amounts shall be charged at the same rate as unpaid taxes.
- 2.13. No person shall scatter or cause to be scattered, cremated human remains within any Municipal Cemetery.

### **3. INTERMENT RIGHTS**

- 3.1. The sale of Interment Rights in Municipal Cemeteries shall be conducted by the Municipality only and shall be in accordance with the "Cemetery Interment Rights, Supplies and Services Tariff of Rates".
- 3.2. The sale of Interment Rights shall be conducted within an orderly plan developed with the intent to reduce or eliminate the random development of the Municipal Cemeteries.
- 3.3. The Municipality shall develop standard forms to be known as "Interment Rights Contract", to be used for the pre-need sale of Cemetery supplies and services and "Interment Rights and Cemetery Services Contract", to be used for the at-need sale of Cemetery supplies and services. These standard forms shall identify the supplies being contracted by an Interment Rights Holder including the fee applicable for each item therein, and such fees shall be in accordance with the Cemetery Interment Rights, Supplies and Services Tariff of Rates.
- 3.4. Prior to any interment, an Interment Rights Certificate or an Interment Rights Transfer Certificate shall be issued, an Interment Rights and Cemetery Services Contract shall be completed and payment in full shall be received by the Municipality. In extenuating circumstances, the Treasurer or designate, may approve a payment plan.
- 3.5. The Interment Rights holders acquire only the right and privilege to direct the interment of human remains and the installation of Markers, subject to this By-law. Ownership of all Municipal Cemetery lands remains vested with the Municipality at all times.
- 3.6. Except as otherwise provided for herein, the Municipality shall receive a completed, signed, and dated "Interment Rights and Cemetery Services



Contract" not less than two business days prior to the supplies or services being required.

- 3.7. The Interment Rights Holder shall assume responsibility for all costs of interment services as set out in the "Cemetery Interment Rights, Supplies and Services Tariff of Rates".
- 3.8. Council may from time to time, and by a resolution of Council, amend the "Cemetery Interment Rights, Supplies and Services Tariff of Rates" to reflect current market trends for the sale of Interment Rights, and Cemetery supplies and services and such amendment shall be implemented unless disallowed by the Registrar.
- 3.9. A portion of all monies collected from the sale of Interment Rights as provided for by the Act, shall be paid to the Care and Maintenance Trust Fund, in accordance with applicable legislation.
- 3.10. No Interment Rights Holder shall sell the Interment Rights he holds to any other person, corporation or body, but may be eligible to sell such rights back to the Municipality before the rights are exercised.
- 3.11 The Interment Rights Holder shall give notice to the Municipality of the desire to transfer, without consideration, Interment Rights and return the original Interment Rights Certificate to the Municipality. The Municipality shall issue an Interment Rights Transfer Certificate to the transferee. The Municipality shall charge a fee for the administration of the transfer of Interment Rights. Transfer of Interment Rights shall only be permitted when such Interment Rights and transfer fees are paid in full.
- 3.12 Providing no Interment Rights have been exercised by the Interment Rights Holder, and the Interment Rights Holder wishes to forego the Interment Rights purchased from the Municipality, the Municipality shall re-purchase any Interment Rights previously sold and the re-purchase price of the Interment Rights shall be at the current market value of the Interment Rights less the amount paid into the Care and Maintenance Trust Fund.
- 3.13 The Municipality may, after a period of not less than 20 years, having found that any Interment Rights have not been exercised, apply to the Registrar for a declaration that the Interment Rights are abandoned. Upon receipt of such declaration, the Municipality may resell the Interment Rights, per the Regulations set forth in the Act.
- 3.14 The Municipality shall provide a copy of the Cemetery By-law and a copy of the Consumer Information Guide, published by the Bereavement Authority of Ontario to all Interment Rights purchasers upon the issuance of the Certificate of Interment Rights.

#### **4. INTERMENTS**

- 4.1. Only human remains shall be interred in the Municipal Cemeteries.
- 4.2. All interments shall be conducted in accordance with the Act and this By-law.
- 4.3. In any lot, following the interment of non-cremated human remains, and providing all interments comply with the requirements of the Act respecting interments, up to three additional cremation interments may be conducted in graves in the same lot. Only one interment is permitted in Sections A and B, Child or Infant Lots and Section F, the Cremation Rail, of Hillcrest Cemetery.
- 4.4. No persons other than Municipal employees shall attend at the opening of a lot or grave or at the closing of a lot or grave.



- 4.5. The Municipality shall attend at the Cemetery and provide all supplies and services as stipulated by the "Interment Rights and Cemetery Services Contract" prior to the commencement of any memorial service preceding an interment and immediately following each interment.
- 4.6. No person shall cause or permit any interment or disinterment without prior written permission of the Municipality. All interments and disinterments shall be performed by the Municipality.
- 4.7. No person shall cause or permit an interment to take place without a Certificate of Interment Rights being issued for the lot, grave or niche subject to the interment, and only after the Interment Rights Holder identified in the Certificate of Interment Rights has authorized the interment of the human remains therein and payment in full has been received. In extenuating circumstances, the Treasurer, or designate, may approve a payment plan.
- 4.8. Any person who submits a request for an interment or an inurnment in a Municipal Cemetery and provides a Certificate of Interment Rights in a name other than his own, shall provide information and evidence, in the form of written approval from the Interment Rights Holder or a sworn affidavit in support of the said entitlement. An Interment Rights Transfer Certificate shall be prepared by the Municipality and the administration fee shall be paid in full prior to the interment.
- 4.9. A Burial Permit issued by the Division Registrar indicating that the death will be registered or a Certificate of Cremation, shall be submitted to the Municipality prior to any interment taking place, except as follows:
  - 4.9.1. A Burial Permit is not required to re-inter human remains that have been disinterred in accordance with the Act.
  - 4.9.2. A Burial Permit is not required for the interment of a fetus which the law does not recognize as human remains, and therefore, for which a Burial Permit is not issued, and shall be interred per the Regulations set forth in this By-law and in accordance with the Act and the Vital Statistics Act.
- 4.10. The Municipality reserves the right to deny an interment in any lot or grave when it is found that ground conditions do not permit the safe excavation of the site, whereupon a substitute lot or grave shall be provided by the Municipality at no additional cost to the Interment Rights Holder.
- 4.11. All requests for an interment shall be received by the Municipality not less than two business days prior to the intended interment date.
- 4.12. No interment in a Municipal Cemetery shall be conducted on a Sunday or Statutory Holiday, unless required by law.
- 4.13. No interment in a Municipal Cemetery shall be conducted prior to 9:00 a.m. or after 3:00 p.m. local time.
- 4.14. Notwithstanding 4.12 and 4.13 above, when extenuating circumstances exist or where an Order has been issued by a physician or other recognized authority that stipulates the interment should take place at a time other than provided for herein, the interment shall take place in accordance with those extenuating circumstances or as provided by the Order provided by the physician or other recognized authority. Additional costs may apply.
- 4.15. Earth excavated from an interment site, unless otherwise removed, shall be placed on a protective tarpaulin and, where possible, on adjoining walkways or roadways, and covered with a fabric material to ensure the earth is contained therein, so as not to interfere with memorial services.



## **5. ONTARIO WORKS ADMINISTRATOR'S ORDER**

- 5.1. The Municipality shall provide, upon receiving a written instruction from an Ontario Works Administrator (welfare administrator):
- A lot or grave for the interment of the remains of any person referred to in the instruction;
  - Opening and closing services in conjunction with the interment; and
  - Such other services as are prescribed by the Administrator.

The preceding provisions shall be made in accordance with the Municipality's Indigent Burial Policy.

- 5.2. The Municipality, upon providing interment supplies and services per the instructions from an Ontario Works Administrator, is entitled to collect the costs of said services from the Administrator.

## **6. MARKERS**

- 6.1. A portion of all monies collected from the installation of Markers as provided for by the Act shall be paid to the Care and Maintenance Trust Fund within 60 days of selling or transferring Interment Rights to a purchaser.
- 6.2. No person shall place, cause to be placed or remove any Marker in the Municipal Cemeteries without prior written approval by the Municipality.
- 6.3. A "Cemetery Marker/Monument Contract" shall be completed by the Interment Rights Holder not less than 14 days prior to the placement or removal of any Marker from a lot or grave for which he has been issued a Certificate of Interment Rights.
- 6.4. Payment in full shall be received by the Municipality prior to the placement or removal of any Marker. In extenuating circumstances, the Treasurer, or designate, may approve a payment plan.
- 6.5. The Interment Rights Holder, upon being approved by the Municipality for the placement or removal of a Marker, shall assume all costs related to the placement or removal of a Marker, including any costs incurred by the Municipality for repairs as a result of damage caused to the lot(s) or adjacent lots following the installation or removal of a Marker.
- 6.6. No person shall cause damage to any grounds, shrubs, trees, flowerbeds, Markers, vases, or any other article or natural feature of the Cemetery when placing or removing a Marker in any Municipal Cemetery.
- 6.7. Every person shall place Markers, other than Monuments, for graves within lots, above the grave beneath which the human remains are interred for which the Marker is intended to memorialize.
- 6.8. No person shall place a Marker on any lot or grave when it is not possible for Municipal staff to accurately determine, through Municipal records, that the human remains for which the Marker is intended to memorialize are contained therein.
- 6.9. In the event that it is not possible to accurately locate a lot or grave or the human remains for which a Marker is intended to memorialize, the Municipality may place a Marker on such common grounds or include the name of the interred on a common Marker to memorialize any person(s) interred therein.
- 6.10 The Municipality may cause the temporary removal of any Marker, border



or obstacle that interferes with or prevents the interment of any human remains on an adjoining lot and any costs incurred as a result of the temporary removal shall be the responsibility of the Municipality.

- 6.11 The Municipality may cause the removal of a Marker if payment of the contract for the Marker is in default. Markers placed by anyone other than the Interment Rights Holder may be removed by the Municipality.
- 6.12 The Municipality reserves the right to disallow the placement of or cause the removal of any Marker that is not in keeping within the dignity and decorum of the Cemetery, as determined by Council.
- 6.13 No person shall place a Marker in any Municipal Cemetery that contains any inscription or picture that is slanderous, degrading or offensive to any person or legal entity, as determined by Council.
- 6.14 No person shall move or cause to be moved, any Cornerstone. Only the Municipality is authorized to move Cornerstones.
- 6.15 Every person shall place Monuments or Flat Markers in Municipal Cemeteries that are constructed of either refined or manufactured granite, marble, or bronze.
- 6.16 A Temporary Marker shall be placed on a lot or grave to identify the recent interment of human remains. A Temporary Marker may include a cross constructed of treated or pressurized wood or a marker placed by the Municipality which is constructed of plastic material. The Municipality reserves the right to remove Temporary Markers which have become worn or unsightly.
- 6.17 No person shall place more than one Monument on any one lot in any Municipal Cemetery and it shall be centrally placed between the sides of the lot and at the west end of the lot, with the front of the Monument facing east.
- 6.18 Every person shall ensure that all Monuments are placed on a foundation constructed of 2000 pounds per square inch concrete and the dimensions of the foundation shall be the size of the base of the Monument plus an additional ten centimeters (four inches) on each side of the base of the Monument. thickness of the foundation shall be in accordance with the following specifications:
  - 6.18.1 For a Monument height (including base) that is less than 78.75 centimeters, (31½ inches), the thickness of the foundation shall be no less than ten centimeters, (four inches).
  - 6.18.2 For a Monument height (including base) that is greater than 78.75 centimeters, (31½ inches) and less than 117.50 centimeters, (47 inches), the thickness of the foundation shall be no less than 15 centimeters, (six inches).
- 6.19 Every person shall ensure Marker and foundation dimensions conform to the following table:

Marker Type	Lot/Grave Type	Maximum Size Monument and Base
Flat (flush with ground)	Single Lot	61 cm X 30.5 cm X 10 cm (24" long X 12" wide X 4" high)
Flat (flush with ground)	Double Lot	122 cm X 61 cm X 10 cm (48" long X 24" wide X 4" high)
Monument (upright)	Single Lot	86 cm X 71 cm X 115 cm (34" long X 28" wide X 46"high)



Monument (upright)	Double Lot	173 cm X 71 cm X 115 cm (68" long X 28" wide X 46" high)
Bronze Plaque (required for Cremation Rail)	Cremation Rail – single grave	51 cm X 30.5 cm X 1.3 cm (20" long X 12" wide X ½" high)
Bronze Plaque (required for Cremation Rail)	Cremation Rail – double grave	(101.6 cm X 30.5 cm X 1.3 cm (40" long X 12" wide X ½" high)

6.20 Except those Markers placed on the Cremation Rail, all Markers shall be located at a point approximately ten centimeters, (four inches) from the west end of a lot when the Marker is intended for the head of the lot, and approximately ten centimeters, (four inches) from the east end of a lot when the Marker is intended for the foot of the lot.

6.21 Should any Marker present a risk to public safety for any reason, the Municipality shall make every reasonable effort to notify the Interment Rights Holder. If the Interment Rights Holder is unavailable or unable to remove the risk, the Municipality shall cause, without notice to the Interment Rights Holder and by any means necessary, the Marker to be repaired, reset, laid down, or removed, so as to remove the risk, and the expense shall be the responsibility of the Interment Rights Holder.

6.22 No person shall place a Marker in a Municipal Cemetery on a Sunday or Statutory Holiday, except under extenuating circumstances as determined by the Municipality, at which time all work including the removal of any litter or debris must be completed by 12:00 noon local time.

6.23 Due to the danger of becoming damaged or broken, picture or photograph attachments are not permitted on Flat Markers or on vases.

## 7. **DISINTERMENTS**

7.1. No person shall carry out a disinterment in a Municipal Cemetery. All disinterments shall be conducted by the Municipality.

7.2. No disinterment shall be conducted without the prior consent of the Interment Rights Holder, and the approval of the Medical Officer of Health. However, Interment Rights Holder consent is not required when a disinterment is ordered by:

- a Court of competent jurisdiction;
- a Coroner appointed under the Coroners Act;
- the Attorney General or Solicitor General for Ontario; or
- the Registrar under Section 102.1 of the Act.

7.3. No remains of a person who has died from a communicable disease shall be disinterred except pursuant to an Order of the Medical Officer of Health.

7.4. Notwithstanding Sections 7.1 through 7.3, the Municipality reserves the right to refuse to conduct, or permit a disinterment to be conducted, if its records cannot determine the specific location or identification of the human remains to be disinterred.



## **8. RESTRICTIONS**

- 8.1. No person shall conduct, cause to be conducted or permit any work in a Municipal Cemetery without prior written approval for the work from the Municipality.
- 8.2. No person shall conduct, cause to be conducted or permit any work in a Municipal Cemetery in the vicinity of or during a memorial service.
- 8.3. No person shall disturb the quiet and good order of a Municipal Cemetery without the prior written approval of the Municipality, and then only for such purposes as a special memorial service or celebration.
- 8.4. No person shall allow a domestic animal in a Municipal Cemetery unless it is, at all times, under the care and control of the owner, and that the owner is adhering to the regulations as set out in the Municipality's current Animal Control By-law.
- 8.5. No person shall advertise, canvass, or solicit business in Municipal Cemeteries.
- 8.6. The Municipality reserves the right to remove any plant, flower, shrub or tree with no compensation to the Interment Rights Holder, when the removal is required to perform routine Cemetery maintenance.
- 8.7. Live Vegetation and Ornamental Decoration:
  - 8.7.1. No person shall cause or permit the placement of flowers, trees, shrubs or other plants in Municipal Cemeteries, other than in those areas assigned for this purpose and under the direction of the Municipality.
  - 8.7.2. No person shall remove, alter, cut or otherwise disturb any flower, tree, shrub or other type of vegetation planted in the assigned areas of a Municipal Cemetery without the prior written approval of the Municipality.
  - 8.7.3. No person shall place wreaths or flowers (live or ornamental) contained in a vase, urn or flower stand exceeding 38 centimeters, (15 inches) in height or ten kilograms or 22 pounds, in weight on or at the base of a Marker, and any such item so placed shall be constructed of a material that is not readily susceptible to breakage.
  - 8.7.4. No person shall plant any flower, tree, shrub or other plant, or place any wreath or flowers contained in a vase, urn or flower stand that becomes unsightly or causes an obstruction.
  - 8.7.5. No person shall secure a wreath or other object to a Marker where the securing involves drilling a hole into the Marker.
- 8.8. No person shall cause or permit the construction of borders or caps in Municipal Cemeteries. Removal of any existing borders or caps shall be conducted when the border or cap becomes unsightly, obstructs maintenance, or causes a safety hazard as determined by the Municipality. All costs for such removals shall be the responsibility of the Interment Rights Holder for the lot on which the work is completed.
- 8.9. No person shall operate a vehicle, other than a vehicle providing interment, Marker or maintenance services, in any part of the Municipal Cemeteries other than on the internal roadways of the Municipal Cemeteries.
- 8.10. No person shall operate a vehicle at a rate of speed in excess of ten kilometers per hour on internal roads in the Municipal Cemeteries.



- 8.11. No person shall throw, place, deposit or allow to be deposited by any means whatsoever in any Municipal Cemetery any refuse, garbage or the carcass of any animal.
- 8.12. Notwithstanding Section 8.11 herein to the contrary, rubbish that has been created in a Municipal Cemetery shall be disposed of in the receptacles provided by the Municipality.
- 8.13. Every Municipally approved contractor employed by Interment Rights Holders to provide any service for the Interment Rights Holder shall remove all implements or equipment and place any rubbish created at the completion of said services in the designated receptacles or assigned areas prior to leaving the Municipal Cemetery.

## **9. LIABILITY**

- 9.1. The Municipality assumes no liability or responsibility for the loss of, or damage to, any lot, Marker or any article placed on a lot or grave, except as follows:

During the course of performing routine cemetery operations, should the Municipality or its employees cause damage to any lot or Marker, the liability shall be limited to the extent of the damage caused, and the Municipality shall make a reasonable effort to correct the damage.

- 9.2. The Municipality shall not be responsible for loss or damage from any causes beyond its reasonable control, whether the damage or loss be direct or collateral. Minor scraping of the Marker base due to grass cutting is considered to be normal wear, and the Municipality assumes no liability for such scraping.
- 9.3. The Municipality shall not be responsible for the loss or damage of any personal articles, including but not limited to plants, shrubs, vases, etc., left in a Municipal Cemetery.
- 9.4. The Interment Rights Holder shall be responsible for any damage in a Municipal Cemetery arising from activities or work performed by the Interment Rights Holder or his designate, and shall be required either to correct the damage to a state approved by the Municipality, or reimburse the Municipality for the costs to repair the damage.

## **10. OFFENCE AND REMEDY**

- 10.1. Every person who contravenes any provision of this By-law is guilty of an offence and on conviction is liable to a fine as provided for in the Provincial Offences Act R.S.O. 1990, c. P. 33.
- 10.2. Any work performed by or on behalf of any Interment Rights Holder that is contrary to any provision of this By-law shall be a contravention of this By-law.
  - 10.2.1. The Municipality shall, by registered mail, deliver a notice advising an Interment Rights Holder of contravention of this By-law. The Interment Rights Holder shall, within seven calendar days of receipt of notice, cause to have, or arrange within an agreed upon date to have, the contravention corrected and any lands, Markers, or other property or objects affected by the contravention to be replaced to their original state(s) prior to the contravention having occurred.
  - 10.2.2. Failure on the part of the Interment Rights Holder to correct any situation that was subject to an arrangement, as provided for in Section 10.2.1, shall be corrected or caused to be corrected by the Municipality



and any expenditures incurred by the Municipality in correcting the contravention shall be the responsibility of the Interment Rights Holder.

- 10.2.3. Notwithstanding paragraph 10.2.1, if the contravention is such that by its continued existence could cause harm to persons or property, or is the accumulation of rubbish arising from work performed by or on behalf of an Interment Rights Holder, the Municipality may immediately, upon becoming aware of the existence of the contravention, cause to have the contravention corrected and any expenditures incurred by the Municipality in correcting the contravention shall be the responsibility of the Interment Rights Holder.

## **11. SEVERABILITY**

- 11.1. If any provision or part of a provision of this By-law is declared by any court or tribunal of competent jurisdiction to be illegal or inoperative, in whole or in part, or inoperative in particular circumstances, the balance of the By-law, or its application in any other circumstances, shall not be affected and shall continue to be in full force and effect.

## **12. REPEALING PREVIOUS BY-LAWS**

- 12.1. That By-law No. 28-12 and any other By-laws heretofore passed by the Council of The Corporation of the Municipality of Sioux Lookout with respect to the maintenance, management, regulation and control of Municipally-owned Cemeteries be and are hereby repealed.

## **13. EFFECTIVE DATE AND ADOPTION**

- 13.1. This By-law shall come into force and take effect upon the approval of the Bereavement Authority of Ontario Registrar.

READ A FIRST, SECOND AND THIRD TIME AND PASSED THIS SEVENTEENTH DAY OF MARCH 2021.



Doug Lawrance, Mayor



Brian P. MacKinnon, Municipal Clerk