

# THE CORPORATION OF THE TOWNSHIP OF SEGUIN

## BY-LAW NO. 2018-009

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**Being a By-law to establish Rules and Regulations for the Management and Control of All Cemeteries Owned by The Corporation of the Township of Seguin and to Repeal By-Law Nos. 2013-064, 2012-043, 1998-18 and 1999-70 and all other By-laws and Resolutions, or parts thereof, contrary hereto or inconsistent herewith.**

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**WHEREAS**, Ontario Regulation 30/11, Section 150 and the Funeral Burial and Cremation Services Act, 2002 provides for any cemetery operator to make By-laws governing the operation of the cemetery;

**AND WHEREAS**, the Council of The Corporation of the Township of Seguin is responsible for the control and maintenance of Christie Memorial Cemetery, Foley Memorial Cemetery, Humphrey-Conger Union Cemetery, Humphrey-Rosseau Union Cemetery and Seguin Falls Cemetery;

**AND WHEREAS**, Section 5 of the Municipal Act, R.S.O. 2001, as amended, states the powers of the Municipal Corporation are to be exercised by By-law;

**AND WHEREAS**, no such by-law comes into force or takes effect until it is filed with, and approved by the Registrar under Ontario Regulation 30/11, Section 151 and the Funeral Burial and Cremation Services Act, 2002.

**AND THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF SEGUIN ENACTS AS FOLLOWS:**

### **DEFINITIONS**

For the purposes of this by-law and any forms, contracts or policies prepared in relation to this by-law:

**ACT:** shall mean the Funeral, Burial and Cremation Services Act, 2002, as amended and Ontario Regulation 30/11.

**REGULAR LOT:** shall mean a lot designed for the in-ground interment of a full sized or adult casket.

**BUSINESS HOURS:** shall mean any hour between 8:30 a.m. and 4:30 p.m. on Mondays through Fridays excluding statutory holidays and any other days that the Township Municipal Office is not open for business.

**BY-LAWS:** The rules and regulations under which the Cemeteries operate.

**CARE AND MAINTENANCE FUND:** shall mean the trust fund established pursuant to the Act and Regulations thereto for the purpose of providing money for the care and maintenance of the cemetery.

**CARE AND MAINTENANCE FUND – MARKERS:** shall mean the trust fund established pursuant to the Act and the Regulations thereto for the purpose of providing funds to maintain, stabilize, secure and preserve markers.

**CEMETERY:** shall mean every cemetery owned and operated by The Corporation of the Township of Seguin - Owner License No. 4605887, including: Christie Memorial Cemetery, Foley Memorial Cemetery, Humphrey-Conger Union Cemetery, Humphrey-Rosseau Union Cemetery and Seguin Falls Cemetery.

**CERTIFICATE OF INTERMENT RIGHTS (INTERMENT RIGHTS CERTIFICATE):** shall mean the cemetery certificate issued by The Corporation of the Township of Seguin once Interment Rights have been paid in full, of the right to inter human remains in a lot, specifying the ownership of the Interment Rights and memorialization options.

**CERTIFICATE OF INTERMENT RIGHTS HOLDER (INTERMENT RIGHTS HOLDER):** shall mean a person with Interment rights with respect to a specified lot.

**CORNER MARKER:** shall mean a flat marker measuring 6 inches (15.24 cm) X 6 inches (15.24 cm) placed in the corner of an adult lot or a designated cremation lot.

**COUNCIL:** shall mean the Council of The Corporation of the Township of Seguin

**CREMATION LOT:** shall mean a lot specifically designated for the interment of cremated remains.

**DISINTERMENT:** shall mean the exhumation (removal) of a casket or cremated remains from a lot.

**FLAT MARKER:** is a marker placed so that the surface of the marker does not project above the surface of the ground.

**INTERMENT:** shall mean the burial of human remains and includes the placing of human remains.

**LEGAL REPRESENTATIVE:** shall mean an executor, executrix, administrator of the estate of a deceased individual or a person with power of attorney of a living individual.

**LOT:** For the purposes of this By-law, a lot is a single grave space.

**NON-RESIDENT:** shall mean anyone other than a Resident.

**OUTER CONTAINER:** shall mean any shell (usually a crypt or vault ) to be placed entirely below the surface of the ground for the purpose of containing a casket or urn.

**PILLOW MARKER:** shall mean a low tilted marker with a base similar to a flat marker and not exceeding 12" (1 ft.) in overall height.

**PLOT:** For the purposes of this By-law, a plot is a parcel of land within a cemetery containing multiple lots.

**REGISTRAR:** shall mean the Registrar appointed under the Act.

**RESIDENT:** shall mean any residential taxpayer or spouse of a residential taxpayer OR any residential tenant or spouse of a residential tenant, in the Township of Seguin.

**TARIFF:** shall mean the tariff of rates for cemetery services and supplies for all Township of Seguin cemeteries for all residents and non-residents.

**TRANSFER:** shall mean a gift, bequest or any other transfer made without consideration as may be permitted by the Act.

**UPRIGHT MONUMENT:** shall mean a marker which projects above the surface of the ground other than a pillow marker.

**UPRIGHT MONUMENT FOUNDATION:** shall mean the in-ground concrete foundation constructed to the equivalent size of the upright marker base to a minimum of 60" (5 ft.) in depth.

## **1.0 GENERAL INFORMATION**

### **1.1 Hours of Operation**

**Visitation Hours:** Interment Rights Holders and the general public can visit the cemeteries during daylight hours.

**Office Hours:** Cemetery information is available at the Township of Seguin Municipal Office from 8:30 a.m. to 4:30 p.m. Monday through Friday, except holidays.

**Burial Hours:** Arrangements can be made during office hours for burials on weekdays and on Saturdays, Sundays and/or Statutory Holidays from 8:30 am up to and including 4:30 pm and will be subject to additional service charges if applicable according to the current tariff of rates.

### **1.2 Township of Seguin Property:** All cemeteries covered by this by-law are owned and operated by the Township of Seguin. Interment Rights Holders and public visitors shall enjoy the use of the cemeteries at their own risk and shall be governed by the following:

- **Vehicles:** Vehicles shall not be permitted except on the roadways of the cemetery. Vehicles shall not be permitted to travel in excess of 15 kilometres (10 miles) per hour. If any vehicles cause any damage to the cemetery, the owners of the vehicles shall be held responsible for any repairs. ATV's, dirt bikes and snowmachines are not permitted on cemetery lands.
- **Firearms:** No person shall bring into or discharge firearms in the cemeteries.

- **Dogs, Cats, Pets etc.:** No person shall permit a dog, cat or any other pet to enter into or remain within a cemetery, with the exception of service animals.
  - **Damages to Property:** No person except municipal staff shall pick or direct a person to pick flowers or cause damage to any shrubs, trees or plants in the cemeteries or cause damage in any way to any marker, fence or other structure in the cemeteries.
  - **Conduct on Cemetery Property:** Visitors to the cemetery shall behave in a manner in keeping with the dignity of the cemetery. Persons behaving in an inappropriate manner shall be required to leave the cemetery.
  - **Alcohol/Drugs:** No person shall bring alcohol or illegal drugs into any cemetery.
  - **Encroachment:** No person shall cause or permit any encroachment onto cemetery lands including, but not limited to, compost piles or compost containers, woodpiles, fences, gates, shed or other any other buildings.
- 1.3 **Liability for Loss or Damage:** The Township assumes no liability or responsibility for the loss of, or damage to, any Lot, Marker, Upright Monument, Pillow Marker, shrubs or article that may have been placed on an Interment Right save and except as noted below:
- The Township only assumes liability if, during the course of performing routine cemetery operations, Township employees or agents should cause damage to any Lot, Marker, Upright Monument or Pillow Marker;
  - The Township is not responsible for loss or damage from any causes beyond its reasonable control, whether the damage or loss be direct or collateral.
  - Any articles of remembrance placed on lots are the sole responsibility of the Interment Rights Holder(s). The Township is not responsible for the loss of or damage to any articles placed within a cemetery.
- 1.4 **By-Law Changes and Adherence:** The Township may, from time to time, change the By-Laws in order to best serve the interests of its cemeteries and the Interment Rights Holders. All changes to the By-laws are subject to the approval of Council and the Registrar.
- 1.5 **Care & Maintenance Contribution:** The cemeteries are maintained through the use of the Care and Maintenance Fund and all Interment Rights Holders of lots acquired prior to the introduction of the Care and Maintenance Fund in 1955 shall be required to contribute to this fund in accordance with the Care and Maintenance tariff.
- 1.6 **Right to Resurvey:** The Township of Seguin expressly reserves the following rights and privileges to be exercised from time-to-time in accordance with any governing Provincial legislation in effect at the time:
- To resurvey, enlarge, construct a building or structure, alter and/or diminish all or any portion of the Cemetery

- To lay out, establish, close, eliminate, or otherwise modify or change the location of roads, walks or drives
- To create or remove easements and right of way over and through all of the cemetery premises 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.

1.7 Cemetery Restrictions: No person shall:

- inter or place cremated remains in a designated cremation lot or a regular sized lot;
- disinter human remains;
- install or direct the installation of any marker except as in accordance with the provisions of this By-law.
- place decorations on any lot;
- landscape any area;
- drive or park a vehicle anywhere except designated roadways in the cemeteries.

2.0 **CONSUMER PROTECTION**

- 2.1 Lot Sizes: Lot sizes may vary according to the specific lot within a specific cemetery. Survey plans shall be used to determine the dimensions of each lot.
- 2.2 Purchase of Interment Rights: Interment Rights may be purchased from the Township of Seguin at the price(s) set out in the current tariff.
- 2.3 Care and Maintenance Amount: Lots sold shall be covered by a rate for care and maintenance set forth in the tariff applicable at the time of purchase, as prescribed in accordance with the Act.
- 2.4 Cemetery Account Payments: Payments for cemetery products and services shall be made at the Township of Seguin Municipal Office, 5 Humphrey Drive, Seguin, ON P2A 2W8.
- 2.5 Certificate of Interment Rights: Each purchaser of Interment Rights shall be entitled to a Certificate of Interment Rights and a signed Contract for the purchase of the rights. A copy of the current Cemetery By-law shall be attached to and form part of the Certificate of Interment Rights.
- 2.6 Resale of Interment Rights: The resale of Interment Rights to a third party is **PROHIBITED**. If a Rights Holder wishes to sell their unused cemetery rights back to the Township of Seguin their request must be in writing and the municipality shall respond within 30 days. The interment rights for these cemeteries shall be repurchased at the greater of the following amounts, less the amount contributed to the Care &

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Maintenance fund when the rights were purchased, plus the applicable taxes on the amount being refunded for those interment rights: 1. All money received by the operator under the contract, before applicable taxes, or 2. The market value of the interment rights on the day the operator receives notice of cancellation of the contract, less the amount, if any, owing under the contract as of the day on which the rights holder cancels the contract. The Township of Seguin is not required to repurchase any lot, plot or right that has been “exercised”. If there is a casket or cremated remains burial in a lot, the Interment Rights is deemed to have been “exercised” and cannot be resold. If there is a casket or cremated remains burial in one grave or lot within a multiple grave plot, the plot is deemed to be “exercised” and the Interment Right or any portion thereof, cannot be resold.

- 2.7 Exchange of Interment Rights: If the Interment Right(s) Holder wishes to exchange or upgrade their Interment Rights within any Cemetery owned by the Township of Seguin, the Interment Rights Holder must make their request in writing to the Township of Seguin Cemetery Committee and the Committee will provide a recommendation to grant or deny the request.
- 2.8 Transfer of Interment Rights: An Interment Rights Holder may transfer their right, title and any interest in their Cemetery Certificate by making application to the Township of Seguin. Upon the recommendation of the Township of Seguin Cemetery Committee a new Certificate will be issued to the new Interment Rights Holder for a nominal transfer fee plus any applicable taxes. Reservations for future burials made in writing by the Interment Rights Holder(s) and may be filed with the Township of Seguin. A transfer of rights between spouses will not be subject to a transfer fee.
- 2.9 **Cancellation of Interment Rights within 30 Day Cooling Off Period:**  
A purchaser has the right to cancel an interment rights contract within thirty (30) days of signing the interment rights contract by providing written notice of the cancellation to the 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 less the amount deposited into the Care and Maintenance Fund. The Cemetery Certificate must be returned to the cemetery operator along with the written notice of cancellation.

### 3.0 **INTERMENTS**

- 3.1 Written Direction for an Interment: No interment shall take place without the written direction of the Interment Rights Holder or the Personal Representative of the Interment Rights Holder.
- 3.2 Burial Permit: Prior to an in-ground casket interment a burial permit shall be deposited with the Township of Seguin and a contract for cemetery services shall be completed.
- 3.3 Cremation Certificate: Prior to interment or the placement of cremated remains, the Interment Rights Holder or the Personal Representative shall enter into a contract for cemetery services in the form provided by the Township of Seguin.
- 3.4 Notice Required for Services: At least sixteen (16) business hours in advance are

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- required for a proposed interment in any Township of Seguin cemetery. The only two exceptions to this Notice requirement are 1) due to a medical situation that requires a burial within 24 hours of death and 2) a religious faith that requires interment immediately after death. The required permits shall be provided prior to interment.
- 3.5 Interment Hours: Interments shall only be permitted in Township of Seguin cemeteries between the hours of 8:30 a.m. up to and including 4:30 p.m. unless prior permission is granted by the Township of Seguin.
- 3.6 An outer container (crypt or vault) is required for every double depth burial at the bottom level.
- 3.7 Number of Interments per lot: Each regular sized lot at Christie Memorial\*, Foley Memorial, Humphrey-Conger Union and Humphrey-Rosseau Union can be used for one casket burial plus an additional eight cremation burials over the casket. \*Double depth burials are permissible at Christie Memorial where soil conditions permit.
- 3.8 Opening/Closing Charges: The purchase of Interment Rights does not include the opening and closing fees as set out in the tariff of rates.
- 3.9 No Interment of Pets or Other Animals: Only human remains may be interred in the cemeteries. Interment of animal remains shall not be permitted.
- 3.10 Closings: To ensure safe conditions are maintained at all times, individuals wishing to witness the closing of a lot shall remain a minimum of thirty feet (9 m) from the open lot and they must stand outside the delineated worksite.
- 3.11 Temporary Closings: Every effort will be made to complete an interment on the assigned day and time. If, due to inclement weather, health and safety concerns, equipment failure or conditions beyond the control of the Township of Seguin, the Township reserves the right to establish a temporary set up and the interment shall be completed as soon as possible at a later time.
- 3.12 The Township reserves the right to temporarily relocate any marker so that cemetery operations involving the opening and closing of an in-ground lot may be performed.
- 3.13 The opening of an in-ground lot for interment purposes may necessitate the temporary mounding of earth on adjacent lots. The Township reserves the right to determine the location for the temporary mound and will make reasonable efforts to restore adjacent lots to their original condition as soon as possible following the closing of a lot.
- 3.14 Funeral flowers placed on an in-ground lot will remain for a minimum of five (5) days following the interment and then will be removed at any time thereafter and disposed of by the Township of Seguin.
- 3.15 There shall be no winter interments during the winter season. The winter season shall be from November 1<sup>st</sup> to April 15<sup>th</sup> subject to the discretion of the cemetery operator.

**4.0 DISINTERMENTS**

4.1 Requirements for a Disinterment: Disinterments shall be conducted in accordance with the requirements of the Act, and shall be subject to the then prevailing tariff of rates. An Agent or employee of the Township shall be in attendance at all times during a disinterment.

4.2 Written Consent for Disinterment: No disinterment shall take place without the written direction of the Interment Rights Holder or Personal Representative by entering into a contract for cemetery services in a form provided by the Township except as otherwise permitted by the Act or required by law. All required documentation for the disinterment shall be provided to the Township on the day of the disinterment.

4.2.1 The raising and lowering of remains from standard depth to extra depth is considered a disinterment.

4.3 Closure of Cemetery during Disinterment: During a disinterment the cemetery shall be closed. Only those persons required or permitted by the Act or the Township shall be in attendance at a disinterment.

4.3.1 The Township reserves the right to disallow any witnessing of the disinterment if the health or safety of anyone present may be at risk.

4.3.2 Disinterments will be completed on a day and at a time designated by the Township.

4.4 Damages to Containers: The Township will not be responsible for damage to any casket or container which may occur during the course of the disinterment. If a new casket or container is required to facilitate the removal, additional charges to the Interment Rights Holder or Personal Representative will apply.

4.4.1 The Township will not be responsible for any damage to any cremation urn or cremation outer container which may occur during a disinterment. If a replacement urn is required it will be at the expense of the Interment Rights Holder or Personal Representative.

**5.0 CARE OF THE CEMETERY**

5.1 Health and Safety of Visitors and Workers: The Township reserves the right to regulate the articles placed on a lot that pose a threat to the safety of any Interment Rights Holders, visitors to the cemeteries and Township Staff. Prohibited items include but are not limited to the following: glass containers, metal stakes (not including shepherd's crosses), plastic and glass solar lights, ceramic items, loose stones and such other objects that may cause a hazard at the discretion of the Township.

5.2 Maintenance of Grounds: The Township shall maintain the grounds of the cemeteries, including all lots, structures and markers, to ensure the safety of the public



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and to preserve the dignity of the cemetery.

- 5.2.1 The Township will provide seeding where necessary in the cemeteries during the Fall Season when rain is most prevalent.
- 5.3 Planted flowers are not permitted except those planted and cared for by Township Staff. Interment Rights Holders or the general public shall not plant flowers, trees or shrubs within any cemeteries owned by the Township of Seguin. The Township shall have the right to remove any flowers, trees or shrubs on cemetery grounds.
- 5.3.1 Candles: Candles, incense, or other flammable articles are not permitted in any Township of Seguin cemeteries.
- 5.4 Refuse in Cemetery: No person shall litter within any cemetery.
- 5.5 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.
- 5.6 Personal Property Left on Lot(s): The Township shall not be responsible in any way for personal property lost or damaged in the cemeteries. Implements, materials or any other articles of personal property left in the cemetery are subject to removal by Township Staff, without return or compensation.

## 6.0 MARKERS

- 6.1 Upright markers, including headstones and pillow markers shall only be installed at the head of lots.
- 6.2 Requirement Before Installation: Markers and foundations will only be installed on lots when all indebtedness to the Township has been paid.
- 6.3 Care and Maintenance Fund – Markers: Every person wishing to install a marker in a cemetery shall pay to the Township the amount prescribed by the Act to be deposited in trust to the Care and Maintenance Fund - Markers. The maintenance, stabilization, security and preservation of all markers in the cemetery shall be the responsibility of the Township.
- 6.3.1 Despite the foregoing in the event that trust funds were not collected in connection with markers sold prior to 1992, the Interment Rights Holder may be requested to contribute on a purely voluntary basis to the Care and Maintenance Fund – Markers.
- 6.4 Unstable Markers: In the event that a marker presents a risk to public safety because it is unstable, the Township shall make such repairs, or reset the marker or lay it down so as to remove the risk.
- 6.5 The Township shall use only reversible processes to preserve and stabilize a marker 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 Township shall only remove a marker if it cannot be preserved using income from the Care and Maintenance Fund - Markers. Whenever income from the Care and Maintenance Fund has been spent on stabilizing or restoring a marker, the Township shall record the particulars of the work done and money spent and make the information available to the public.

- 6.6 Removal of a Marker: Markers may be removed by the Township on a temporary basis where necessary for the ongoing operation of the cemetery.
- 6.6.1 The Township reserves the right to remove, at its sole discretion, any marker or upright marker which is not in keeping with the dignity and decorum of the cemetery.
- 6.7 Unique designs for upright markers (including a boulder used as a memorial and memorial benches), which deviate from this by-law, must be submitted to and approved by the Township.
- 6.8 Material and Finish of Markers: All markers shall be constructed of granite and/or bronze material unless otherwise approved in Section 6.7.
- 6.9 Wooden Crosses: All wooden crosses must be placed at the top of a lot and must be painted white or with clear varnish and appropriate lettering. Wooden crosses that become unsightly or present a health and safety risk will be removed by Township Staff.
- 7.0 Upright Marker Bases: Minor scraping of the upright marker base due to grass cutting is considered to be normal wear.
- 7.1 Plinths/sub-bases are permitted provided they meet the specifications set out in Section 7.2.
- 7.2 Specifications for Upright Markers:  
Single In-Ground Lot - The base shall be a maximum of 36" in width, 20" in depth and the marker shall be a maximum of 48" in overall height including the base and any plinth/sub-base constructed. The minimum thickness of the die stone shall be 6" at all points from top to bottom.  
Double In-Ground Lot - The base shall be a maximum of 60" in width, 20" in depth and the marker shall be a maximum of 48" in overall height including the base and any plinth/sub-base constructed. The minimum thickness of the die stone shall be 6" at all points from top to bottom.
- 7.3 Upright Marker Foundations: Foundations for all upright markers will be installed by the monument company to a depth of 60" and shall be the same dimensions as the base of the marker.
- 7.4 Specifications for Flat Markers and Pillow Markers:  
a) Flat markers shall be flat and set flush with the surface of the ground. The upper surface of Flat Markers shall not contain projections with the exception of lettering or other such embellishments which shall not project more than ¼" (5mm) above the surface of the Flat Marker.  
b) All flat and pillow markers must be made of granite and/or bronze.

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- c) In addition to the requirements of this section, bronze Flat Markers shall have a concrete or granite base with a border of up to 2”.
  - d) Single In-Ground Lot: Flat Markers and Pillow Markers shall not exceed 36” in width and 20” in depth including any border with a minimum thickness of 3” for a single lot.
  - e) Double In-Ground Lot: Flat Markers and Pillow Markers shall not exceed 60” in width and 20” in depth including any border with a minimum thickness of 3” for a double lot.
  - f) The pad of a Pillow Marker shall be installed flat and set flush with the surface of the ground.
- 7.5 Foot Markers: One flat marker may be installed as a foot marker at the foot of a Regular Sized lot provided such marker shall not exceed 24” in width and 18” in depth including any border with a minimum thickness of 3”.
- 7.6 Corner Markers: Flat markers may be installed as corner markers on regular sized lots provided that they do not exceed 6” X 6” with a minimum thickness of 3”.

## **8.0 REGULATIONS FOR CONTRACTORS AND WORKERS**

- 8.1 Public Liability and Insurance: All contractors performing work in a Township of Seguin cemetery are required to produce evidence of public liability and property damage insurance in an amount not less than two million dollars (\$2,000,000.00).
- 8.2 Workplace Safety and Insurance Board (WSIB): All contractors performing work in a Township of Seguin cemetery shall be required to produce evidence of good standing with WSIB. Prior to commencing any work in a cemetery, the contractor shall pay, or cause to be paid, any assessment or compensation required to be paid pursuant to the Workplace Safety and Insurance Act.
- 8.3 Occupational Health and Safety Act: All contractors performing work in the cemeteries shall comply with the requirements of the Occupational Health and Safety Act and Regulations thereto.
- 8.4 Performing Work on Cemetery Grounds: All persons performing work in the cemetery shall conduct themselves in a manner in keeping with the dignity of the cemetery and shall respect any restrictions or regulations which may be required by the Township in the performance of their work.
- 8.5 Contractors shall temporarily cease all operations if there is a funeral / burial taking place anywhere in the cemetery. Work by contractors shall only proceed after the funeral / burial proceedings are complete.
- 8.6 Written Authorization: No person shall perform any work to inscribe, embellish, repair, or perform any other work on a marker or remove a marker without the written authorization of the Township. Such work will be authorized upon receipt of a

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request in writing from the Interment Rights Holder(s) or Personal Representative, in which the work proposed is described subject to the restrictions in this by-law.

- 8.7 **Contractor's Liability:** Contractors will conduct their operations to prevent damage to any grounds, turf, shrubs, trees, flowerbeds, upright markers, flat markers, pillow markers, vases, or any other article or natural feature in the cemetery. Contractors shall lay planks on the in-ground lots and paths over which heavy materials are to be moved in order to prevent damage. Any damage caused by contractors shall be rectified by the cemetery at the expense of the contractors.
- 8.8 **Contractor Attire and Conduct:** Contractors performing work within the cemetery are responsible for their actions, conduct, behaviour and attire. Shirts and pants or shorts (where appropriate) and CSA approved "green patch" safety boots must be worn at all times. Additional personal protective equipment must be worn when the work being performed requires it in accordance with the Occupational Health and Safety Act. Contractors who fail to comply with the required attire and protective equipment will be asked to leave the cemetery grounds.
- 8.9 **Removal of Implements and Rubbish:** Contractors working within the cemetery must remove all implements, equipment and rubbish from the cemetery at the conclusion of the work or at the end of each work day, unless prior permission to leave materials and equipment has been obtained from the Township. All work sites must be secured when left unattended.

9.0 **CONTRAVENTION OF BY-LAW**

Any person who contravenes any provision of this by-law is guilty of an offence and, upon conviction, is liable to a fine, not to exceed the maximum provided under the Provincial Offences Act, exclusive of costs, and every such fine shall be recoverable under the Provincial Offences Act.

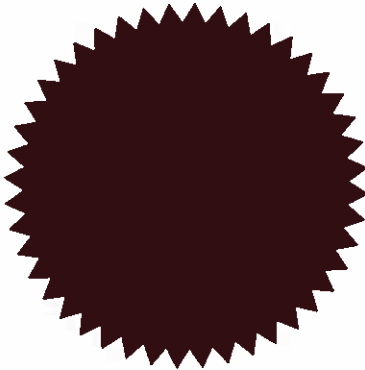
10.0 **REPEAL**


By-law No. 2013-064 and all other By-laws and Resolutions, or parts thereof, contrary hereto or inconsistent herewith of The Corporation of the Township of Seguin relating to fees for various services related to the operation and maintenance of cemeteries under the control of The Corporation of the Township of Seguin be and the same are hereby repealed.

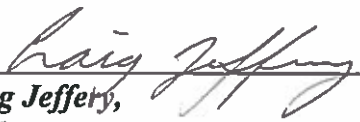
**11.0 EFFECTIVE DATE**

This By-law shall come into force upon approval from the Registrar.

**READ a FIRST, SECOND and THIRD TIME, PASSED and ENACTED this 5<sup>th</sup> day of February, 2018.**



  
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**Bruce Gibbon,**  
**Mayor**

  
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**Craig Jeffery,**  
**Clerk**

**DATED:**

this day of 2018

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Registrar-Cemeteries Regulation Unit

<b>BAO</b>   BEREAVEMENT AUTHORITY OF ONTARIO	
L'AUTORITÉ DES SERVICES FUNÉRAIRES ET CIMETIÈRES DE L'ONTARIO	
<b>APPROVED</b>	<b>APPROUVÉ</b>
In accordance with the Funeral, Burial and Cremation Services Act, 2002	Conformément à la Loi de 2002 sur les services funéraires et les services d'enterrement et de crémation
Date of Approval/ Date de l'approbation	June 11, 2018
File/Licence No. Numéro de Fiche/Permis	4605887
By/ Par	