

**CORPORATION OF THE
MUNICIPALITY OF WEST PERTH**

BY-LAW 039-2013

**Being a By-law Governing the Operation of the
North Logan Cemetery
and to Repeal By-law No. 46-2007**

WHEREAS the *Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, c. 33* regulates the operation of cemeteries in Ontario;

AND WHEREAS the Council of the Municipality of West Perth deems it desirable to enact a By-law to regulate the operation of a municipal Cemetery;

AND WHEREAS the Municipality of West Perth is the owner of the North Logan Cemetery;

AND WHEREAS public notice of Council's intention to pass this By-law was provided in accordance with the Act;

NOW THEREFORE THE Council of the Municipality of West Perth hereby enacts as follows:

1. Definitions

- 1.1 **"Act"** shall mean the Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, c. 33.
- 1.2 **"Board"** means the North Logan Cemetery Committee as appointed from time to time by the Council of West Perth.
- 1.3 **"Burial"** means the opening and closing of an inground lot or plot for the disposition of human remains or cremated human remains.
- 1.4 **"Care and Maintenance Fund"** means the trust fund in which all monies received by the Cemetery for the care and maintenance of plots and monuments have been invested. Interest earned from this fund is used to provide care and maintenance of plots and monuments at the Cemetery.
- 1.5 **"Cemetery"** means land that has been established as a Cemetery under the Act, a private Act or a predecessor of one of them that related to Cemeteries, or land that was recognized by the Registrar as a Cemetery under a predecessor of the Act that related to Cemeteries and includes land that, in the prescribed circumstances, has been otherwise set aside for the interment of human remains. For purposes of this by-law "Cemetery" means the North Logan Cemetery, located on Lot 29, Concession 15, Logan Ward, Municipality of West Perth, Perth County (6742 Line 53).
- 1.6 **"Chairperson"** means the Chairperson of the North Logan Cemetery Committee.
- 1.7 **"Certificate of Interment Rights"** means the certificate issued by the North Logan Cemetery Committee to the purchaser of interment rights in either a lot or a plot.
- 1.8 **"Clerk"** means the Clerk for the Municipality of West Perth.
- 1.9 **"Contract"** means, for the purposes of this By-law, all purchasers of interment Rights must sign a contract with the Cemetery, detailing obligations of both parties and acceptance for the Cemetery By-laws.
- 1.10 **"Council"** means the Council of the Municipality of West Perth.
- 1.11 **"Fees"** means the fees and charges set forth in this by-law as approved by the Council.
- 1.12 **"General Maintenance Account"** means the account that has been set aside for maintenance of the Cemetery and for services rendered in connection with its operation.
- 1.13 **"Grave"** means a lot - any burial space intended for an adult, and having a size of 1.27 meters (4 feet 2 inches) by 3.05 meters (10 feet).
- 1.14 **"Interment Rights"** includes the right to require or direct the interment of human remains in a lot.

- 1.15 **“Lot”** means an area of land in a Cemetery containing, or set aside to contain, human remains; a grave.
- 1.16 **“Marker”** means any memorial of granite, marble, or bronze set flush with the surface of the ground, and used to mark the location of a lot.
- 1.17 **“Ministry”** means the Ontario Ministry of Consumer Services, Consumer Protection Branch.
- 1.18 **“Monument”** means any permanent memorial projecting above the ground level.
- 1.19 **“Municipality”** shall mean the Corporation of the Municipality of West Perth.
- 1.20 **“Operator”** means a person who is licensed to operate a Cemetery.
- 1.21 **“Plan”** means the plan of the Cemetery, approved by the Ministry of Consumer Services for Ontario.
- 1.22 **“Plot”** means two or more lots in which the rights to inter have been sold as a unit.
- 1.23 **“Secretary”** means the Secretary-Treasurer of the North Logan Cemetery Committee.
- 1.24 **“Transfer”** means to change the name of an Interment Rights Holder to that of another person, either as a gift or in connection with the resale of an Interment Rights.
- 1.25 **“Transfer Form”** means the form to be completed for any Transfer or resale of Interment Rights.
- 1.26 **“Treasurer”** means the Treasurer of the Municipality of West Perth.

2. **General**

- 2.1 The Cemetery shall be governed by the terms of this By-law and the Act.
- 2.2 The North Logan Cemetery Committee (the ‘Board’) shall have the responsibility to establish policies concerning the Cemetery, on behalf of the Municipality from time to time.
- 2.3 The Board shall consist of five members. Two members shall be of the public, appointed by by-law by the Council of the Municipality of West Perth, and whose term of office shall coincide with the municipal election. Three members shall be of the Municipal Council, appointed by by-law by the Council, and whose term shall be one calendar year.
- 2.4 The Committee shall appoint a Chairperson from among its members, in accordance with the Municipality of West Perth’s Rules of Procedure By-law.
- 2.5 The Secretary will record the minutes of the meetings and the resolutions adopted and have care of all records and documents, and conduct all correspondence. The Secretary shall keep a proper record of all money transactions as they pertain to Cemetery operations.
- 2.6 The Board shall have no responsibility for loss or damage from causes beyond their control and especially from damage caused by the elements, acts of God, thieves, vandals, strikers, malicious mischief makers, explosions, accidents, invasion, insurrections, riots, or order of the military or civil authority, whether damage be direct or collateral.
- 2.7 The Board shall take reasonable precautions to protect the property of interment rights holder, but they assume no liability or responsibility for loss of, damage to any article of any type that is placed on any lot or plot.
- 2.8 Requests for benches, etc. must be made in writing to the Board, and will be considered and/or approved on an individual basis.

3. **Sale and Transfer of Lots**

- 3.1 Each lot must be individually sold.
- 3.2 Purchases of lots must be made through the Secretary. Payments for lots shall be made to the Secretary of the North Logan Cemetery Committee, Municipality of West Perth.
- 3.3 Interment rights in lots and plots may be purchased from the Cemetery at the rates listed in Schedule A attached to and form a part of this by-law. The prices for lots include the applicable portion for deposit to the Cemetery’s Care and Maintenance Fund as prescribed by the Ministry.
- 3.4 The deposit to the Care and Maintenance Fund shall be as specified in the regulations under the “Act”.

- 3.5 At the time of any lot purchase and upon payment in full, the purchaser will be provided with the following documentation:
 - 3.5.1 A copy of the contract (sample attached Schedule 'B').
 - 3.5.2 A copy of the Cemetery By-law.
 - 3.5.3 A Certificate of Interment Rights (sample attached as Schedule 'C').
- 3.6 Purchasers of lots acquire only the right and privilege of burial of the dead and of constructing monuments or placing markers, subject to the provisions of this By-law.
- 3.7 Lots previously sold, for which provisions for Care and Maintenance has not been made, may be placed under this plan by the payment of the charges set forth in the tariff of rates.

4 Resale and Transfers

- 4.1 To ensure the correctness of records of ownership and interments, no transfer of any interment rights or any interest therein shall be binding upon the Board until notice is given in writing to the Secretary specifying the name and address of the proposed transferee and date of transfer, and such particulars have been entered in a register for that purpose. Upon receipt of such notice, and payment of a fee as noted in Schedule 'A,' the transfer shall be made.
- 4.2 All monies received for the purchase of Interment Rights shall be deposited into a holding trust account for a period of thirty (30) days as prescribed by the Act, and the Operator shall, after the thirtieth (30th) day but before the sixtieth (60th) day, transfer the monies received for Interment Rights into such accounts as prescribed in the Act and the regulations made thereunder.
- 4.3 In cases of transmission of ownership by will or bequest of interment rights, the Board reserves the right to require the production of a notarized copy of the will or other evidence sufficient to prove ownership.
- 4.4 If an individual wishes to sell Interment Rights, he/she may first offer the interment rights to the Cemetery Board. If the Cemetery Board does not wish to re-purchase the interment rights at the current price shown on the most recent cemetery price list less the original Care & Maintenance amount paid at the time of purchase, then the interments rights may be sold on the open market to a third party for no more than the current price listed in Schedule A of this By-law. To complete the sale, a transfer form must be completed to the satisfaction of the Board accompanied by:
 - a) A statement signed by the Interment Rights Holder selling the Interment Rights acknowledging the sale of the Interment Rights to the third party purchaser.
 - b) Confirmation that the person selling the Interment Rights is the person registered on the Cemetery Records and that they have the right to re-sell the Interment Rights;
 - c) Record of the date of the Transfer of the Interment Rights to the third party;
 - d) The name and address of the third party purchaser;
 - e) A statement of any money owing to the operator in respect to the Interment Rights.
- 4.5 If any portion of the Interment Rights has been exercised, the purchaser(s), or the Interment Rights Holder are not entitled to resell the Interment Rights.
- 4.6 The purchase of Interment Rights for the sole purpose of reselling the rights with a view to making a profit or financial gain is prohibited.
- 4.7 No refund will be made for any lot if any Interment Rights have been exercised.
- 4.8 If any lot is sold and has not been used after an 80 year period, it may be considered abandoned. The Cemetery may apply to the Ministry for a declaration that the interment rights are abandoned after making inquiries and giving reasonable notices to find the interment rights holders or beneficiaries. Upon being satisfied that the rights are abandoned, the Registrar shall issue a declaration to that effect allowing the cemetery to resell the lot in question.

- 4.9** Any person whose Interment Rights have been resold after being declared abandoned may apply to the Ministry for redress.

5 Transfers

- 5.1 "Transfer" means a gift, a bequest or any other Transfer made without consideration. If an Interment Rights Holder wishes to Transfer their Interment Rights, notice must be given to the Operator in writing, and the original certificate must be returned. The Transfer Request must be submitted on the prescribed form and shall specify the name and address of the Transferor and the Transferee, and location of Lot. The Operator, upon payment of the applicable Transfer fee in accordance with Schedule "A", will perform the Transfer and shall issue a new Certificate of Interment Rights to the Transferee. The Transfer of ownership of Interment Rights is not binding until a duly executed Transfer has been deposited with the Secretary and the applicable Transfer fee has been paid.
- 5.2 Where a Transfer is to be effected by succession, in addition to the notice, Transfer request and certificate (if applicable), the following will be required above, unless otherwise ordered by the Secretary or Clerk.
- (a) Where the deceased Interment Rights Holder has left a Last Will and Testament:
- i) in ease of containing a specific bequest of the Lot, a Notarized Copy or Court Certified Copy of said Last Will and Testament or a Certificate of Appointment of Estate Trustee;
 - ii) That does not contain a specific bequest of the Lot, a request in writing from the Estate Trustee(s) for the transfer;
- (b) Where the deceased Interment Rights Holder died Intestate:
- i) a request in writing from the administrator Estate Trustee(s) or, if no Estate Trustee has been appointed, from all of the heirs-at-law.

6. Cancellation of Interment Rights Within 30 Day Cooling Off Period.

- 6.1. A purchaser may cancel an Interment Rights Contract with the Operator within thirty (30) days by providing notification in writing to the Operator.
- 6.2. The Interment Rights Certificate shall be returned to the Operator along with the written notification of cancellation.
- 6.3. Within 30 days of receipt of the written notice of cancellation referred to in Section 6, the Operator shall refund to the purchaser all money received under the contract, any income earned on that money, and any other amounts prescribed by law.
- 6.4. If a portion of the Interment Rights has been exercised, no cancellation or refund will be permitted.

7. Cancellation of Interment Rights After 30 Day Cooling Off Period (ONLY for contracts entered into prior to July 1st, 2012).

- 7.1. A purchaser may cancel an Interments Rights Contract after the thirty (30) day period, by providing notification in writing to the Operator.
- 7.2. The Operator will cancel the Contract and issue a refund to the purchaser for the amount paid for the Lot/Plot less an administration fee (See Schedule A) in addition to the appropriate amount that is required to be deposited into the Care and Maintenance Fund.
- 7.3. This refund will be made within thirty (30) days of receiving said notice.
- 7.4. If the Interment Rights Certificate has been issued to the Interment Rights Holder(s), the Certificate must be returned to the Operator along with the written notice of cancellation.

8. Interment and Disinterment

- 8.1 Winter burials shall only take place weather permitting or on a medical order. Burials shall occur between the dates of April sixteenth and November thirtieth (inclusive).
- 8.2 Interments will not be done on any Sunday or Statutory holiday unless ordered to do so by a representative of the Ministry of Health or that municipal staff or contractors are available with the additional fees charged to the deceased's estate.

- 8.3 Not more than one burial shall be made in any single grave except:
 - 8.3.1.1 That of the cremated remains of up to four persons, or one 60.96 cm x 30.48 cm (24"x12") infant container may be buried at the head of a single grave in which a casket containing human remains has already been buried, provided space is available.
- 8.4 Remains to be buried in a lot 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 a size to permit burial within the size of the lot.
- 8.5 The Board recommends the use of a concrete vault for all burials. A concrete vault shall be required when directed by the Medical Officer of Health and/or the Ministry of Labour.
- 8.6 All interments must be authorized in writing by the Interment Rights holder except the interment of the Interment Rights holder.
- 8.7 The Chairperson or designate shall be in attendance at each interment.
- 8.8 A burial permit issued by the Division Registrar, showing that the death has been registered, must be deposited with an Official of the Board before interment can take place.
- 8.9 In the case of a cremated interment or inurnment, the cremation certificate must be deposited with an Official of the Board.
- 8.10 Persons requesting interment in lots or plots shall be held responsible for charges incurred, in accordance with Schedule 'A' of this By-law. The interment fee includes the opening and closing of the lot and the registration of the burial. The scale of fees for lot openings is based on the size of the lot and labour involved.
- 8.11 When Interment Rights in a lot or plot are held jointly by two or more persons, an order will be accepted from either or any of them or their authorized representatives, for interment in such part of the plot as may be requested.
- 8.12 No lot shall be opened for interment or disinterment by any person not in the employ, or under the direction of the Board, except under special circumstances, and by permission of the Board.
- 8.13 No person shall remove human remains from a Cemetery unless a certificate from a Medical Officer of Health or the North Logan Cemetery Board confirming that the Act and all appropriate regulations have been complied with, is affixed to the container. The written permission of the interment rights holder is required for any disinterment. A burial certificate under the Vital Statistics Act is not required to re-inter human remains that have been disinterred according to the Act and regulations.
- 8.14 The Cemetery will exercise all due care in making burials and interments but is not responsible for damage to any casket, urn or other container sustained during disinterment.
- 8.15 No interment shall be permitted in any lot where the burial rights have not been paid in full.
- 8.16 Funeral corteges within the Cemetery shall follow the route indicated by the Chairperson or designate.
- 8.17 The Cemetery reserves the right, at its cost, to correct any error that may be made by it in making interments, in the description of the lot, or the transfer or conveyance of any interment rights. The Cemetery may either cancel such grant or substitute other interment rights, or lot of equal value and similar location as far is reasonably possible; or refund all money paid on account for such purchase. Notice will be given personally to the rights owners. If necessary, it may be mailed to the rights owners or their legal representative, at their last appearing address in the record books of the Cemetery. In the event any such error may involve the disinterment of remains, the Cemetery shall first obtain the written permission of the Interment Rights owner.
- 8.18 The Cemetery shall not be held responsible for any errors made for any funeral arrangements made over the phone.
- 8.19 Notice of each interment to be made shall be given to the Secretary at least 36 hours in advance, 16 hours of which must be regular working hours. The Board cannot be held responsible for having lots prepared for funerals unless such notice is given.

9. Care of Lots

- 9.1 All lots and plots sold or assigned shall be maintained and kept properly graded, sodded and mown by employees/contractors of the Board.
- 9.2 No person shall do any work upon a burial lot without the permission of the Chairperson.
- 9.3 No unauthorized person shall sod or move lot markers.
- 9.4 Trees may be planted along the existing perimeter of the Cemetery with written permission from the Board.
- 9.5 Lot owners desiring outside gardeners to do work on their lots must furnish the Chairperson with written authority for the same. Gardeners or Florists or their employees shall not enter the Cemetery on Sunday for business purposes.
- 9.6 Lot owners are responsible for removing flowers from the gravesites. All lots must be kept tidy and free of any articles that will interfere with lawn maintenance.
- 9.7 Glass containers of any kind, nails, wires, wooden crosses, pottery or any similar types of articles are prohibited in the cemetery.
- 9.8 Borders, fences, railings, walls, cut-stone coping and hedges in or around lots are prohibited.
- 9.9 Implements or materials used in doing any work within the Cemetery shall be removed without delay and if this is not done, the Chairperson shall remove the same.
- 9.10 No Interment Rights holder shall change the grading of any lot. If the grading is changed, the Board may restore the lot to its original grade at the expense of the Interment Rights holder.

10. Care of Lots - Flowers

- 10.1 The Cemetery reserves the right to remove all flowers, potted plants, wreaths and baskets of flowers when they become withered or for any other reason in the best interest of the Cemetery.
- 10.2 Decoration Day is on the fourth Sunday in June of each year.
- 10.3 Artificial flowers are permitted, provided they are properly maintained and are not detrimental to the general maintenance of the Cemetery.
- 10.4 Vases, urns and flower stands not properly cared for and not filled with plants by the first week in June, in any year, may be removed from the lot. Any stand, holder, vase or other receptacle for flowers which are unsightly or unsuitable may be prohibited or removed by the Chairperson.
- 10.5 Flower beds not exceeding 30.48 (12 inches) in width shall be permitted in front of the bases of monuments, and where there is no monument, can only be made with permission of the Board.
- 10.6 To preserve the orderly appearance in the Cemetery, any flower bed of the previous year which has not been planted by June 15th, may be sodded by the Board.
- 10.7 Flower beds are required to be cleared of tender plants after the first frost of the autumn.
- 10.8 Potted plants must not be buried but must be placed on top of the ground as close to the monument base as practical.
- 10.9 Those who place potted plants or urns, are responsible for their upkeep and must remove them by September 15.
- 10.10 Cement urns are allowed to remain after September 15 by the Cemetery lot but must be placed upside down as close to the monument base as possible.
- 10.11 Artificial wreaths without glass or plastic covers are allowed to be placed on the lot after October 15th, provided they are securely fastened to the monument, or where there is no monument, mounted on a stand of at least 76.20 (30 inches) high and securely anchored to the ground.

11. Monuments and Markers

- 11.1 No monument or other structure shall be erected or permitted on a lot until accrued charges have been paid in full.
- 11.2 No monument footstone, marker or memorial of any kind shall be placed, moved, altered or removed without permission from the Chairperson.
- 11.3 Candle holders and vases may constitute part of a monument if they are made principally of bronze or stainless steel. If a translucent

section is necessary, it must be made of an unbreakable, heat-resistant glass or of a plastic material that is fire resistant.

- 11.4 Candle holders must be included in determining the overall size of the memorial.
- 11.5 A maximum of two candles or vases shall be placed on the base of the monument. They must be centered on the end or ends of the base.
- 11.6 A candle holder must be fully enclosed on all sides by a door or lid.
- 11.7 A candle holder must be adequately drained to prevent any collection of water.
- 11.8 Every person installing a monument or marker in the Cemetery shall pay the prescribed amount, as set out in the Act, and attached hereto included in Schedule 'A' to the North Logan Cemetery's Care and Maintenance Fund. The interest earned from this fund will be used to maintain the markers or monuments in a safe condition.
- 11.9 If a monument or marker in a Cemetery presents a risk to public safety because it is unstable, the Board shall do whatever is necessary to remove the risk.
- 11.10 All markers and monuments shall be constructed of bronze, granite or marble. The bottom bed of all bases and markers shall be cut level and true.

12. Monuments

- 12.1 Minor scraping of the base portion of upright monuments due to the turf mowing operations is considered by the Cemetery to be normal wear.
- 12.2 The Cemetery 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, or part thereof except where such damage or loss is due to its negligence.
- 12.3 A double lot is allowed one upright monument and two footstones.
- 12.4 The maximum size monument allowed on a single lot is:

Height	1.22 meters	(4 feet)
Width	0.66 meters	(2.2 feet)
Base (minimum)	35.56 cm	(14 inches)
Die (minimum)	20.32 cm	(8 inches)
- 12.5 The maximum size monument allowed on a double lot is:

Height	1.22 meters	(4 feet)
Width	1.52 meters	(5 feet)
Base (minimum)	35.58 cm	(14 inches)
Die (minimum)	20.32 cm	(8 inches)
- 12.6 The minimum thickness of a die should be 15.24 cm (6 inches). Should the monument exceed 100 cm (3 feet) overall height, the die must be 20.32 cm (8 inches).
- 12.7 No base shall be closer than 30 cm. (12 inches) to the lot width side lines on which it is to be installed.
- 12.8 The die stones must be installed on a 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. Bottoms of the base shall be smooth sawn.
- 12.9 Monuments cannot be placed "back-to-back" against another.
- 12.10 Monuments must be placed at the centre 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 Chairperson before a monument is set.
- 12.11 Book or pillow markers shall be allowed only in designated areas in the Cemetery.
- 12.12 No inscription shall be placed on any monument which is not in keeping with the dignity and decorum of the Cemetery.
- 12.13 All photographs attached to any memorials or placed within the Cemetery grounds shall be the sole responsibility of the Interment Rights holder.
- 12.14 All foundations for monuments and markers shall be built by, or contracted to be built for, the Board at the expense of the Interment Rights holder.

- 12.15 No foundations may be constructed after November 15th in any year or before May 1st in the following year.
- 12.16 The foundation shall be built in the designated space and in the proper dimensions of the monument base. If incorrect dimensions have been given on the application form, signed by the Interment Rights holder and/or supplier, the foundation must be removed and rebuilt at the expense of the Interment Rights holder.
- 12.17 Foundations will be not less than 1.00 meters (3 feet) deep and they will be set at the Board's direction. The surface area of foundation shall be flush with the surrounding ground level and shall provide a level surface free of defects.
- 12.18 Foundations must be cured for a minimum of 48 hours before placing the monument.
- 12.19 No concrete shall be placed until a representative of the Cemetery has approved the grades and all loose material is removed from the grade. The placing shall commence at the low point in the grade and the concrete shall be thoroughly consolidated to eliminate all air pockets and honeycombs. No concrete shall be placed to overlap concrete that is partially set.
- 12.20 Defective areas must be repaired if requested by the Cemetery Board. The finished concrete shall be protected from wind, rain or sun during curing, by covering it completely with a piece of plywood having a minimum thickness of 1.27cm (1/2 inch). All rubbish and excavated material shall be removed from the excavation site to a place designated by the Chairperson.

13. Markers

- 13.1 The owner may, on the receipt of his Rights Certificate, at his own expense have bronze, stone or concrete land marks 15.24 cm (6 inches) square and not less than 15.24 cm (6 inches) deep, dressed on all sides and bearing suitable identification permanently marked thereon, placed at the corners of the lot or lots conveyed to him, such posts to be planted flush with the ground.
- 13.2 Markers will be accepted for installation during regular working hours. If weather and ground conditions permit, installations will be made within 30 days after acceptance. Markers will not be accepted from any monument dealer for storage during the winter months.
- 13.3 Markers or footstones of bronze, marble or granite are permitted with size and quantity restrictions according to the section of the Cemetery and the regulations deemed necessary as per the size of lot in that section. Its placement must not interfere with future interments:
single lot maximum 30.48cm x 60.96 cm (12" x 24")
double lot maximum 30.48cm x 107.0 cm (12"x42")
Flat markers are to be flat on top and set level with the ground so that a lawnmower can pass safely over them.
- 13.4 One marker may be placed at 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 42.60 cm x 60.96 cm (16" x 24").
- 13.5 Any flat marker that exceeds the standard width of 30.48 cm (12 inches) can only be installed after a full interment has taken place.
- 13.6 The minimum thickness for all flat markers including footstones is 10 cm (4 inches).

14 Rules for Monument Dealers, Contractors and Workers

- 14.1 No monument or marker will be delivered to the Cemetery without the following information:
 - a) The Interment Rights owners' name and address.
 - b) Instructions for placement of the marker or monument
 - c) The dimensions in the case of a flat marker
 - d) In the case of a monument:
 - i) The dimensions of the die, height, width, length
 - ii) The dimensions of the base, height, width, length
 - iii) The overall size of the monument
 - iv) A description of the monument; colour and design

- v) The appropriate amount for the Care & Maintenance Fund is received in full.
- 14.2 Monument dealers must state on each order the date they wish foundations ready and must give at least fifteen working days notice before the work is required.
- 14.3 No monument or marker will be delivered to the Cemetery until the foundation is completed and the contractor is ready to proceed with the work.
- 14.4 No monument or marker will be removed without written permission from the Board.
- 14.5 All companies who do work in the North Logan Cemetery, shall have appropriate coverage through the Workplace Safety and Insurance Board or equivalent for their workers as well as sufficient liability insurance.
- 14.6 Contractors, masons and stone-cutters shall lay planks on the lots and paths over which heavy materials are to be moved in order to protect the surface from injury.
- 14.7 There shall not be a variance of more than 1.27 cm (1/2 inch) in the size of the base required as stated on the work order and the size of the monument delivered.
- 14.8 Workers shall cease work, if in the immediate vicinity of a funeral, until the conclusion of the service.
- 14.9 All work must be done during regular Cemetery hours, unless by special permission of the Board.
- 14.10 Heavy loads shall not be permitted in the Cemetery when the roads are in unfit conditions.
- 14.11 All implements and materials used in the performance of any work shall be placed where the Board may direct, and all rubbish and surplus earth shall be removed when, and to where, and in such a manner as the Board may order. If required, obstructions will be removed by the Board, at the expense of the monument dealer.
- 14.12 If a monument company desires to set a flat marker they must make written arrangements as to the desired time of installation with the Board as all work must be supervised by an employee of the Municipality. The monument dealer shall pay to the North Logan Cemetery the prescribed fee plus necessary taxes for supervising the monument company's employees and/or contractors.

15 Rules for Visitors

- 15.1 Visitors are welcome at the Cemetery from 8:00 am until sundown.
- 15.2 The Chairperson and assistants are empowered and are required to preserve order and decorum in the Cemetery.
- 15.3 No parades other than funeral processions shall be admitted to or be organized within the Cemetery.
- 15.4 Children under the age of twelve must be accompanied by an adult.
- 15.5 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 Board.
- 15.6 No pleasure ATV's (all terrain vehicles) or snowmobiles are allowed in the Cemetery.
- 15.7 Owners of vehicles and their drivers shall be held responsible for any damage done by them.
- 15.8 Discharging of firearms, other than in regular volleys at burial services is prohibited in and around the Cemetery.
- 15.9 No dogs, or other pets shall be allowed in the Cemetery.
- 15.10 No picnic party shall be permitted on the Cemetery grounds.
- 15.11 Any complaints by interment rights holders or visitors should be made to the Board.
- 15.12 Any person who, in the Cemetery, damages or moves a tree, plant, marker, fence, structure or other thing usually erected, planted or placed in a Cemetery is liable to the North Logan Cemetery and any Interment Rights holder. 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.

- 15.13 Rubbish shall not be thrown out on roads, walks, or any part of the grounds, and must be placed in receptacles which are provided at convenient points on the grounds for the deposit of weeds, decayed flowers, plants, etc.
- 15.14 Any person disturbing the quiet and good order of the Cemetery by noise or other improper conduct or who violates this By-law, must be expelled from the grounds.
- 15.15 Any article which is detrimental to efficient maintenance or constitutes a hazard to machinery, employees or visitors, or is unsightly or does not conform to the natural beauty or design of the Cemetery, may be removed by the Board. An article removed will be held at the Cemetery for collection; if not collected, it will be disposed of after one month.
- 15.16 No tips or gratuities are to be given to Cemetery employees/contractors by visitors or lot owners, nor shall any be accepted.

16. By-law No. 46-2007 repealed

16.1 Upon coming into force, this By-law shall repeal By-law 46-2007.

Read a first and second time this day of 2013.

Mayor Walter McKenzie

Clerk Florence Stalenhoef

Read a third time and final time and finally passed this day of 2013.

Mayor Walter McKenzie

Clerk Florence Stalenhoef

Schedule 'A'
By-Law No. 039-2013
North Logan Cemetery By-law
Cemetery Fees

H.S.T. additional, where applicable

Land (1 lot)		\$ 625.00
Care & Maintenance*	40% of lot price	\$ 250.00 (minimum)

Transfer Fee	(per lot)	\$ 100.00
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Interment Fees

Interment	(grave opening/closing)	\$ 500.00
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Cremation Interment		\$ 300.00
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Grave Marking		\$ 50.00
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Marking foundation Monument for		\$ 50.00
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Care & Maintenance Monument on		\$ 100.00
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* Care and maintenance may be included on lots sold/purchased before 1950

* Concerning refund after 30 Day Cooling Off Period, the administration fee is 10% of the cost of purchasing Lot/Plot Rights to a maximum of \$350.00.