



THE CORPORATION OF THE TOWNSHIP OF  
ASHFIELD-COLBORNE-WAWANOSH

**BY-LAW NUMBER 36-2025**

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**BEING A BY-LAW** to regulate the Colborne Cemetery in the Township of Ashfield-Colborne-Wawanosh.

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**WHEREAS** pursuant to Section 150 of Ontario Regulation 30/11 of the Funeral, Burial and Cremation Services Act, 2002 (FBCSA), Cemetery Operators may make by-laws governing the operation of the cemetery and governing rights, entitlements, and restrictions with respect to Interments;

**AND WHEREAS** the Council of the Township of Ashfield-Colborne-Wawanosh has deemed it necessary and desirable to update the rules and regulations that government the Colborne Cemetery, and obtain approval from the Registrar;

**NOW THEREFORE**, the Council of the Corporation of the Township of Ashfield-Colborne-Wawanosh enacts as follows:

**A. DEFINITIONS**

**Burial/Interment:** The opening of a Lot and then the placing of a dead human body or the remains of a cremated human body in that Lot, followed by closing the Lot. The Lot may be a Grave in the ground or a Niche in a Columbarium.

**Care and Maintenance Fund:** The FBCSA, O. Reg. 30/11 and O. Reg. 184/12 require that an amount of money, that is the greater of a minimum prescribed amount and a percentage of the purchase price (excluding tax) of all Interment rights sold, transferred or assigned; and prescribed amounts for monuments and Markers, be contributed into the operator's care and maintenance trust fund. Interest earned from this Care and Maintenance Fund is used to cover the costs of care and maintenance of the cemetery, including Markers and monuments, in perpetuity.

**Cemetery By-Law:** The rules under which the cemetery operates.

**Cemetery/Colborne Cemetery:** The public cemetery owned by the Cemetery Operator.

**Cemetery Caretaker:** The person who maintains the cemetery grounds, opens and closes the Graves, and represents the municipality at all Interments.

**Cemetery Operator:** The Corporation of the Township of Ashfield-Colborne-Wawanosh.

**Columbarium:** A structure designed for the inurnment of cremated Human Remains in sealed compartments above ground.

**Contract:** A written contract between the Cemetery Operator and the purchaser of Interment or other cemetery supplies and services. Purchasers shall receive a copy of the signed contract detailing the obligations of both parties and acknowledging 1.

Receipt of the cemetery by-laws, 2. A copy of the BAO's publication A Guide to Death Care in Ontario ("Consumer Information Guide") and 3. The operator's current price list.

**Cornerstone:** Any stone or other land Markers set flush with the surface of the ground and used to indicate the location of a Lot or Plot.

**Cremated Remains or Cremated Human Remains:** Means all recoverable bone fragments of a dead human body that remain after cremation in a crematorium. Bone fragments are mechanically processed to reduce the particle size.

**Disinterment:** The removal of Human Remains or Cremated Human Remains.

**Grave:** See Lot.

**Human Remains or Remains:** A dead human body.

**Interment:** See Burial/Interment.

**Interment Right:** The right to require or direct the Interment or Disinterment of Human Remains or Cremated Human Remains in a Grave, Lot, or Niche and to authorize the installation (and inscriptions) of a monument or Marker.

**Interment Rights Certificate:** The document issued by the Cemetery Operator to the purchaser once the Interment Rights to a specific Lot have been paid in full, identifying ownership and authority over those specific Interment Rights.

**Interment Rights Holder:** The person(s) authorized, entitled or assigned to authorize the Interment of Human Remains in a specified Lot.

**Lot:** An area of land in a cemetery containing, or set aside to contain, interred Human Remains and includes a Niche or compartment in a Columbarium.

**Marker:** Any permanent memorial structure being an upright monument, flat Marker, plaque, headstone, cornerstone or other structure or ornament affixed or intended to be affixed to a Lot, or Columbarium Niche used to indicate the location of a Burial.

**Mortuary:** A room or building in which Human Remains are kept for winter storage until they are buried in the spring.

**Niche:** An individual compartment in a Columbarium for the entombment of Cremated Human Remains.

**Opening and Closing Fee:** The fee charged by the Cemetery Operator to excavate a Grave for Interment and then refill the Grave, or to open and re-seal a Niche for the entombment of an urn with Cremated Remains.

**Plot:** Two or more Lots in respect of which the rights to inter/bury have been sold as a unit.

## **B. GENERAL INFORMATION**

1. The Cemetery Operator reserves full control over the cemetery operations and management of land within the cemetery grounds.
2. The Cemetery Caretaker shall have custody of the Cemetery under the direction of the Cemetery Operator.
3. The Cemetery Caretaker shall uphold the provisions of this Bylaw. All procedures will comply with the Funeral, Burial and Cremation Services Act, 2002, which may be



amended periodically. This Cemetery By-Law may be amended from time to time, to best serve the interests of the Cemetery and the Interment Rights Holders.

4. Burials may take place year-round when weather conditions are favorable. The Cemetery Operator, at its sole discretion, will determine if the Cemetery is closed for the purpose of the sale of Interment Rights and Burials due to weather conditions.
5. The Colborne Cemetery is open for visitors from sunrise to sunset, year-round. Vehicle access may not always be available due to weather conditions.
6. Visitors must conduct themselves in a quiet, orderly and respectful manner and shall not disturb any services being held, by noises or otherwise.
7. Travel through the Cemetery shall be by way of roads and pathways, and visitors shall not trespass over the Plot/Lots of others.
8. Children under the age of 12 must be accompanied by an adult, who shall be responsible for their conduct.
9. The carrying of firearms or the discharging of same within the Cemetery, except where used for the firing of a volley at a Burial, is prohibited.
10. No congregation or other large assembly shall be permitted at the Cemetery except for the purpose of a Burial or a memorial service.
11. Only Human Remains shall be interred in the Cemetery and in no case shall the bodies of any pets be placed in any Lot in the Cemetery.
12. No person may damage, destroy, remove or deface any property within the Cemetery.
13. A public register shall be maintained in accordance with the FBCSA that sets out particulars of Interment Rights Holders, Interments and Disinterments. The register shall be available to the public during regular office hours at no charge.
14. The Cemetery Operator has the right at any time to re-survey, enlarge, diminish, re-Plot, change or remove plantings, grade, close pathways, or roads, alter in shape, or size, or otherwise change all or any part of the cemetery, subject to approval of the appropriate authorities and consent from the Registrar, FBCSA, BAO, where necessary.
15. The Cemetery Operator shall take reasonable precautions to protect the property of Interment Rights Holders, but they assume no liability or responsibility for the loss of, or damage to (including damage by the elements, Acts of God, or vandals), any Lot, Plot, Columbarium Niche, monument, Marker, or other article that has been placed in relation to an Interment Right save and except for direct loss or damage caused by gross negligence of the Cemetery.
16. In case of an error made by the Cemetery Operator during an Interment, Disinterment or removal, or in the transfer of any Interment Rights for a Lot, Plot, or Niche, the Cemetery Operator reserves the right to correct the error, and will take the following action, in consultation with the Interment Rights Holder or their authorized representative:
  - a. In the case of a transfer of Interment Rights, cancel such transfer and substitute and grant in lieu thereof other Interment Rights such as Lot, Plot, or Niche of equal or greater value and similar location as far as is reasonably possible and as may be selected by the Cemetery Operator, in its sole and absolute

discretion, or refund a portion or all the money paid on account of the purchases of said Interment Rights, as shall be determined by the Cemetery Operator.

- b. In the event of any such error that may involve the Interment or Disinterment or removal of the remains of any person or persons in any Lot, Plot, or Niche, the Cemetery Operator, upon written notification of the Interment Rights Holder and the Medical Officer of Health, as necessary, may disinter and re-inter the remains in such other Lot, Plot, or Niche of equal or greater value and similar location as may be substituted and granted in lieu thereof.

### **C. SALES OF INTERMENT RIGHTS**

17. Purchasers of Interment Rights acquire only the right to direct the Burial of Human Remains or Cremated Human Remains and the installation of monuments, Markers and inscriptions subject to the conditions set out in the Cemetery By-Law.
18. No Burial or installation of any monument, Marker, inscription, or memorialization is permitted until the Interment rights have been paid in full and the Interment Rights Certificate has been issued.
19. The purchaser of Interment Rights must enter into a contract with the Cemetery Operator, providing such information as may be required by the Cemetery Operator for the completion of the contract and the public register. The purchaser will receive:
  - a. A copy of the contract;
  - b. A copy of the Cemetery By-Law;
  - c. A copy of the price list; and
  - d. The BAO's publication *A Guide to Death Care in Ontario*, also known as the "Consumer Information Guide."
20. The Interment Rights Certificate will be forwarded to the person(s) listed as the Interment Rights Holder(s) in the contract, after full payment is received.
21. An Interment Rights Holder has the right to cancel an Interment Rights Certificate within thirty (30) days of the signing of the Contract by providing written notice of the cancellation to the Cemetery Operator. The Cemetery Operator will refund all the monies paid by the purchaser within thirty (30) days of the date of the request for cancellation. However, if any portion of the Interment Rights purchased in this Contract have been exercised, the Contract is deemed to have been fulfilled, and the Rights Holder no longer has the right to cancel the Contract and receive a refund for the rights purchased.

### **D. TRANSFER OF INTERMENT RIGHTS**

22. The Cemetery Operator prohibits the resale of Interment Rights to a third party. If the Interment Rights Holder wishes to cancel their Interment Rights Contract after 30 days, the Cemetery Operator will refund/repurchase the Interment rights at the price listed on the current price list, less any care and maintenance contribution amount previously paid.
23. The Cemetery Operator reserves the right to refuse to cancel a contract for Interment or scattering rights if a portion of the Interment Rights has been exercised.

### **E. INTERMENTS**

24. The opening and closing of Graves and Niches may only be conducted by the Cemetery Caretaker or those designated to do work by the Cemetery Operator.



25. The Cemetery Caretaker or designate will be present at the Cemetery for all Interments.
26. The Cemetery retains the right of passage over every Grave so that the Cemetery operations may be performed effectively.
27. The Cemetery reserves the right to temporarily relocate a monument or Marker if required to open and close a Lot. The Cemetery may also temporarily place the removed soil on an adjacent Lot while an Interment or Disinterment is being carried out. The Cemetery will make reasonable efforts to restore all Lots after the Interment or Disinterment has been completed.
28. The Cemetery requires a minimum of notice of two full business days for each Interment.
29. Interments may take place any day the Cemetery is open. Additional fees apply for after-hour services, Saturdays, Sundays and Statutory holidays.
30. Every effort will be made to complete an Interment on the assigned day and time. If due to inclement weather conditions, health and safety concerns, or conditions beyond the Cemetery Operator's control, and the Interment cannot be made at the scheduled time, the Cemetery Operator reserves the right to reschedule as soon as possible.
31. Before Interment can take place, the following is required:
  - a. A signed Contract between the Cemetery Operator and the purchaser or Interment Rights Holder.
  - b. Written permission of the Interment Rights Holder. Interment Rights Holders may be required to provide identification and written direction and authorization prior to an Interment. Should the Interment Rights Holder be the deceased, authorization must be provided in writing by the person authorized to act on behalf of the Interment Rights Holder in keeping with the *Succession Law Reform Act* (i.e., Estate Trustee or authorized next of kin).
  - c. Proof of Registration of Death by means of a Burial permit issued by the Registrar General showing that the death has been registered must be provided to the Cemetery Operator.
  - d. Where Cremated Remains are to be interred, a Certificate of Cremation must be submitted to the Cemetery Operator.
  - e. Payment, in full.
32. Interment allowances for a single Lot:
  - a. One (1) casket;
  - b. Six (6) cremations;
  - c. One (1) casket Interment plus two (2) Cremated Remains (not vaults) only if the casket Interment has already taken place.
33. Scattering of Cremated Remains is prohibited anywhere on the Cemetery Grounds. Cremated Remains are not permitted to be scattered on a Grave.
34. Remains must be delivered to the Cemetery for Interment in a closed casket or rigid container.
35. Vaults are recommended. All vaults must be set up and serviced by the supplier of the vault under the supervision of the Cemetery Caretaker.
36. As per O. Reg. 30/11, s. 154, all casket Interments are required to be buried two feet beneath the natural level of the ground surface.

37. For Interment in the Columbarium, see section F.

## **F. COLUMBARIUM**

- 38. The internal dimensions of a Niche are 12.5" high x 12.5" wide x 14" deep.
- 39. Two (2) urns may be placed in a Niche. Urns must adhere to the internal dimensions of the Niche. The Cemetery Caretaker may refuse to place any unsuitable and/or oversized container in the urn space.
- 40. All containers designed to hold the Cremated Remains must be permanent in nature.
- 41. Niches will be opened only by the Cemetery Caretaker or those designated to do work on behalf of the Cemetery Operator and sealed by them after an Interment is made.
- 42. No person other than the Cemetery Caretaker or his/her assistant or those designated to do work on behalf of the Cemetery Operator or Cemetery Caretaker shall remove or alter Niche fronts.
- 43. No Interment shall be made without permission from the Interment Rights Holder or a person authorized to act on the Holder's behalf.
- 44. The only inscription permitted is on the front of the Niche and the inscriptions are arranged through the Cemetery Caretaker using the designated layout form.
- 45. The Niche, Interment charges and the charge for the inscription that will go on the front of the Niche must be paid in full prior to Interment in the Niche. The cost of inscription is included in the cost of a Niche.
- 46. The inscription may consist of the name(s) of the deceased, the year of birth and the year of death.
- 47. No external decoration or ornamentation, temporary or permanent, will be permitted on the wall of or near the Columbarium and no photograph cases will be permitted to be attached to the Niche.
- 48. Temporary floral tributes are permitted at the time of Interment.

## **G. DISINTERMENTS**

- 49. Human Remains may be disinterred from a Lot with the written consent of the Interment Rights Holder and prior notification to the local Medical Officer of Health. Notification to the local Medical Officer of Health is not required for the Disinterment of Cremated Remains.
- 50. In some circumstances, the Disinterment of Human Remains may be ordered by one or more public officials (e.g., Court Order, Coroner's Office etc.) and will take place without the consent of the Interment Rights Holder.
- 51. The Cemetery is not responsible for damage to any casket, urn, container or vault which may occur during a Disinterment. Additionally, due to the length of time that a casket, urn, container or vault has been interred and the conditions to which it has been exposed, the Cemetery cannot guarantee that it can retrieve the complete casket, urn, container or vault interred in the cemetery. Should a new casket, urn or container be required at the time of Disinterment, it shall be at the expense of the party authorizing the Disinterment. Additionally, the Cemetery Operator has the



right to request that a licensed funeral director be present for the Disinterment at the expense of the party authorizing the Disinterment.

52. Disinterments will be scheduled for a day and time designated by the Cemetery Operator. The Cemetery Operator reserves the right to close the Cemetery or the section where the Disinterment is to take place. Only those persons required or permitted by the Cemetery to attend a Disinterment shall be allowed to enter the Cemetery or the section involved during a Disinterment.
53. If re-Interment does not take place within the same Lot and if existing memorialization (monument, Marker, or Niche front) needs to be removed, it will be at the expense of the person authorizing the Disinterment.
54. Once a Disinterment has been completed, the Lot space shall be considered available to the Interment Rights Holder for a new Interment, transfer or resale in accordance with this by-law. If the Lot or Niche from which a Disinterment has occurred, is transferred or resold, the new Interment Rights Holder must be made aware of the previous Disinterment and agree in writing to such knowledge as part of the transfer or resale agreement.

#### **H. MEMORIALIZATION**

55. Any monument or other structure or any inscription to be placed in or upon any Lot shall be in keeping with the dignity and decorum of the Cemetery.
56. The Cemetery reserves the right to remove at its sole discretion any Marker, monument, or inscription which is not in keeping with the dignity and decorum of the Cemetery.
57. No monument, footstone, Marker or memorial of any kind shall be placed, moved, altered or removed without the permission of the Cemetery Operator and all fees have been paid.
58. Upright Monuments, book or pillow monuments must be placed at the head of the Lot (west side), placed in line with other monuments, and installed with a suitable foundation or cement pad.
59. Only one monument and a maximum of six flat Markers shall be erected within the designated space on any Lot.
60. Flat makers are to be flat on top and set level with the ground so that a lawn mower can pass safely over them.
61. The maximum size of monument allowed is:  
  
    Height: 4 feet 6 inches  
    Depth: 1 foot 6 inches
62. The minimum thickness of a flat Marker is 4 inches.
63. Monument footings must be a minimum of 3 ft. 6 in. deep, level with the ground and two inches larger than the monument on all sides.
64. Any monument must only be placed upon the Lot in the space provided.
65. Memorials – monuments, Markers, plaques etc. are owned by the Interment rights holder and the Cemetery Operator is not responsible for their loss or deterioration.
66. Interment Rights Holders are responsible for cleaning monuments or Markers.

67. Minor scraping of the monument base of an upright monument due to grass/lawn maintenance is considered normal wear and tear.
68. The Cemetery Operator will take reasonable precautions to protect the property of Interment rights holders, but it assumes no liability for the loss of, or damage to, any monument, Marker, or other structure, or part thereof unless it is as a result of negligence by the cemetery.
69. Should any monument or Marker present a risk to public safety because it has become unstable, the Cemetery Operator shall do whatever it deems necessary by way of repairing, resetting, or laying down the monument or Marker or any other remedy to remove the risk.

#### **I. CEMETERY CARE AND MAINTENANCE**

70. A portion – 40% or a minimum legislatively prescribed amount, of the price of Interment or scattering rights must be deposited and trusted into the cemetery's Care and Maintenance Fund.
71. The income generated from this trust fund is used to maintain, secure and preserve the cemetery grounds and Markers in perpetuity. Services that can be provided through this fund include:
- Lawn care, re-leveling and sodding or seeding of Lots or scattering grounds;
  - Maintenance of cemetery roads, sewers and water systems;
  - Maintenance of perimeter walls and fences;
  - Maintenance of cemetery landscaping;
  - Maintenance of Columbariums;
  - Repairs and general upkeep of cemetery maintenance buildings and equipment; and
  - To the extent that income from the Care and Maintenance Fund permits, the Cemetery Operator will stabilize and secure Markers and monuments within the cemetery.

#### **J. MORTUARY**

72. The Mortuary is used as winter storage for casket Interments at the Colborne Cemetery and elsewhere. The fees for storage as set out on the current price list must be paid in full prior to the Human Remains being placed into the Mortuary.
73. All Human Remains must be removed from the Mortuary by the 1<sup>st</sup> of June in each year unless further time has been authorized by the Cemetery Operator.
74. The Cemetery Operator may have the Human Remains removed from the Mortuary and interred into a single Lot at any time after the time limit has been reached as determined by the Caretaker, or at any time should the condition of the body render its Interment, in the opinion of the local Medical Officer of Health, necessary or expedient.
75. All Human Remains in the Mortuary must be embalmed and stored in a wooden or metal casket.

#### **K. FLORAL TRIBUTES, CARE AND PLANTINGS**

76. Flowers placed on a Grave for a funeral shall be removed by the Cemetery Caretaker after a reasonable time to protect the sod and maintain the tidy appearance of the cemetery.



77. No person other than those authorized by the Cemetery Operator shall remove any sod or in any other way change the surface of the Burial Lot in the Cemetery.
78. No person shall plant trees, flower beds or shrubs in the cemetery except with the approval of the Cemetery Caretaker.
79. Flower bed maintenance, pruning, fertilizing, watering, etc., are the sole responsibility of the Interment Rights Holder.
80. Should plant material (e.g., trees, shrubs, gardens, etc.) become unsightly, neglected, obscure the monument, or infringe on an adjacent Lot or Plot, the plant material will be removed by the Cemetery Operator and the area restored to lawn.
81. No objects such as benches, flower urns, trellises, wood or metal stands, or other objects that will interfere with the maintenance of the Cemetery. No enclosures of any kind shall be permitted on any Lot.

#### **L. FEES**

82. The fees for the Colborne Cemetery shall form part of the Township of Ashfield-Colborne-Wawanosh current Consolidated Fee By-Law.

#### **M. ADMINISTRATION AND APPROVALS**

83. Any person affected by an operational decision made under this by-law may request a review of the decision within 30 days by the CAO of the Corporation of the Township of Ashfield-Colborne-Wawanosh. The review may confirm, vary, or rescind the original decision.
84. Nothing in this by-law limits a person's right to submit an objection to the Bereavement Authority of Ontario, in accordance with the Funeral, Burial and Cremation Services Act, 2002 and its regulations.
85. This by-law replaces and supersedes By-Law 50-2019 and any amendments thereto.
86. This by-law shall come into force upon approval by the Registrar, Funeral, Burial and Cremations Services Act, 2002, Bereavement Authority of Ontario.

**Read a first and second time 17<sup>th</sup> day of June 2025.**

**Read a third time and finally passed this 17<sup>th</sup> day of June 2025.**

  
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Mayor, Glen McNeil

  
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Clerk, Florence Witherspoon