CONSOLIDATED

THE CORPORATION OF THE MUNICIPALITY OF PORT HOPE

BY-LAW NO. 26/2021

Being a By-law to Establish and Adopt Rules and Regulations Governing the Port Hope Municipal Cemeteries in Accordance with the Funeral, Burial and Cremation Services Act, 2002 and Applicable Regulations.

WHEREAS the Funeral, Burial and Cremations Services Act, 2002 S.O. 2002, Chapter 33 (FBCSA) states that a Cemetery is to be operated in accordance with this Act and any applicable regulations;

AND WHEREAS the operations of Port Hope Municipal Cemeteries are authorized by Council and are under the purview of the Director of Parks, Recreation and Culture and include the recently transferred Welcome United Church Cemetery, Providence Cemetery and Knoxville Cemetery to the Municipality of Port Hope;

AND WHEREAS the Council of the Municipality of Port Hope acknowledges the effective care and maintenance of the cemeteries under the previous Cemetery Board and appreciates the compilation of history of the cemeteries which forms part of this by-law and is attached as Schedule A;

NOW THEREFORE the Council of the Corporation of the Municipality of Port Hope hereby enacts the following rules for the municipally owned and operated cemeteries within the Municipality of Port Hope;

1. **DEFINITIONS**
In this By-law:

1.1 "Burial" shall mean the opening and closing of an inground lot or plot for the disposition of human remains or cremated human remains.

1.2 "By-law" shall mean this By-law and any By-law Amendments pertaining to the rules and regulations under which Port Hope Cemeteries shall operate.

1.3 "Care and Maintenance Fund" is a requirement under the FBCSA and Ontario Regulation 30/11 and 184/12 (O. Reg. 30/11 & 184/12) that a prescribed amount or a percentage of the purchase price (excluding tax) of all interment and scattering rights sold; and prescribed amounts for monuments and markers is contributed into the care and maintenance fund. If no scattering rights are sold but scattering is permitted a prescribed amount must be contributed to the fund when the scattering is conducted. Interest earned from this fund is used to provide care and maintenance of lots, plots, markers, and monuments at the cemetery.

1.4 "Supervisor, Cemeteries" shall mean the designated representative in charge of overseeing the daily operations of the cemetery in accordance with the rules and regulations and under the direction of the Director of Parks, Recreation & Culture and Municipal Council who operate the cemeteries in accordance with the Funeral, Burial and Cremation Services Act, 2002 and applicable regulations.

1.5 "Columbarium" shall mean a designated structure designed for the entombment of cremated human remains containing several individual compartments known as a niche.

1.6 "Contract" shall mean the contract all purchasers of interment rights must sign with the applicable cemetery (Port Hope Union Cemetery, St. John's Anglican Church Cemetery, Welcome United Church Cemetery, Knoxville, or Providence Cemetery), detailing the obligations of both parties and acknowledging receipt and acceptance of the cemetery by-laws, a copy of the Consumer Information Guide and the Price List.

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

1.8 "Grave" shall mean any in-ground burial space intended for the interment of a child, adult or cremated human remains and is also known as a lot.

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

1.10 "Interment Rights Certificate" shall mean the document issued by the cemetery to the purchaser once the interment rights have been paid in full, identifying ownership over those specific interment rights.

1.11 "Interment Rights Holder" shall mean any person designated to hold the right to inter human remains in a specified lot.

1.12 "Lot" shall mean a single grave space.

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

1.14 "Monument" shall mean any permanent memorial structure approved by the Cemetery Operator projecting above the ground installed within the designated space to mark the location of a burial or lot.

1.15 "Niche" shall mean any individual compartment in a columbarium for the entombment of cremated human remains.

1.16 "Operator" shall mean the Municipality of Port Hope who is licensed to operate a cemetery, or any other business for which a license may be required by regulation and includes a cemetery owner who is deemed to be a Cemetery Operator in accordance with the Funeral, Burial and Cremation Services Act, 2002.

1.17 "Plot" shall mean a section or parcel of land which is sold as a single unit, containing multiple lots.

1.18 "Scattering" shall mean the act of spreading of cremated remains over a designated area within a cemetery with the knowledge and permission of the Cemetery Operator and in keeping with this By-law.

1.19 "Scattering Garden" shall mean the designated area of the cemetery where ashes may be scattered.

1.20 "Scattering Rights Holder" shall mean any person designated to hold the right to scatter cremated human remains in a specified lot or other designated area within the cemetery.

2. INTERMENT RIGHTS

2.1 PRICES OF INTERMENT RIGHTS

Interment Rights to a lot, plot, niche or scattering garden will be sold and where applicable repurchased at the price listed on the Cemetery Operator's current price list, less the care and maintenance funds contribution made at the time of purchase.

2.2 CONTRACT FOR AN INTERMENT RIGHTS CERTIFICATE

All purchasers of Interment Rights must sign a contract with the applicable Cemetery (Port Hope Union Cemetery, St. John's Anglican Church Cemetery, Welcome United Church Cemetery, Knoxville, or Providence Cemetery) as adopted by the Port Hope Cemetery Operator and filed with the Bereavement Authority of Ontario, detailing obligations and acceptance by both parties.

2.3 ISSUE OF CERTIFICATE

The Interment Rights Certificate will be issued to only one of the Rights Holder(s) when payment in full has been made including any arrears connected with applicable lot, plot, and niche or scattering garden.

2.4 FORM OF CERTIFICATE

Interment Rights will be conveyed by such form of the Interment Rights Certificate as adopted by the Cemetery Operator and filed with the Bereavement Authority of Ontario.

2.5 LIMITS OF RIGHTS

The Interment Rights belong only to the person or persons named on the Certificate and there is no transmission of interest through death except by Will or Estate and the issue of a new Interment Rights Certificate by the Cemetery Operator to the new Rights Holder(s), upon payment of the current transfer fee.

2.6 RESALE OF RIGHTS

The resale of interment or scattering rights to a third party is prohibited and the Cemetery Operator will repurchase these rights from the interment rights holder or such other person to whom the interment rights have been assigned, at the price listed on the current price list less any care and maintenance contribution amount previously made. Transfers of interment or scattering rights cannot be prohibited so long as the purchaser meets the qualifications and requirements as outlined in the Cemetery Operator's by-laws.

The Cemetery Operator will not be required to repurchase unused interment rights in a plot (more than one lot) if one of the interment rights in the plot has been exercised; or scattering rights in a scattering ground if other scattering interment rights in the same scattering ground have been exercised.

2.7 TRANSFER OF RIGHTS

Transfers of interment or scattering rights will be permitted provided the purchaser meets the qualifications and requirements as outlined.

If Interment Rights are transferred, the Rights Holder(s) must return the Interment Rights Certificate to the Cemetery Operator, which will issue a new Certificate to the Transferee. If the original Certificate is believed to have been lost or destroyed, the Cemetery Operator must be notified immediately in order to accommodate the necessary time frame to procure a new Certificate.

2.8 CANCELLATION OF RIGHTS

The Rights Holder(s) has the right to cancel an interment or scattering rights contract within thirty (30) days of signing the interment or scattering rights contract, by providing written notice of the cancellation to the Cemetery Operator. The applicable Cemetery (Port Hope Union Cemetery, St. John's Anglican Church Cemetery, Welcome United Church Cemetery, Knoxville Cemetery, or Providence Cemetery) will repurchase the Interment Rights if no Rights have yet been exercised and the Cemetery Operator will refund all monies paid by the purchaser within thirty (30) days from the date of the request for cancellation.

Upon receiving written notice of cancellation from the Rights Holder(s) of the interment or scattering rights after the thirty (30) day period, the applicable Cemetery (Port Hope Union Cemetery, St. John's Anglican Church Cemetery, Welcome United Church Cemetery, Providence Cemetery, or Knoxville Cemetery) will repurchase the Interment Rights if no Rights have yet been exercised the Cemetery Operator will cancel the contract and issue a refund to the purchaser for the full current set price, less the appropriate amount that was deposited into the Care and Maintenance Fund at the original date of purchase for the interment or scattering rights. This refund will be made within thirty (30) days of receiving said note.

If an interment rights certificate has been issued, the interment rights holder(s) must return the certificate along with the written notice of cancellation.

3. CARE AND MAINTENANCE FUND CONTRIBUTIONS

It is a requirement under the FBCSA that a prescribed amount or a percentage of the purchase price (excluding tax) of all interment and scattering rights sold; and prescribed amounts for monuments and markers is contributed into the care and maintenance fund. If no scattering rights are sold but scattering is permitted a prescribed amount must be contributed to the fund when the scattering is conducted. Interest earned from this fund is used to provide care and maintenance of lots, plots, markers, and monuments at the cemetery.

Contributions to the care and maintenance fund are not refundable, except when interment or scattering rights are cancelled within the 30-day cooling off period.

4. **ARREARS**

No Rights will be exercised, transferred nor interment or other services or supplies will be provided unless all arrears connected with the applicable lot, plot, niche or scattering garden have been paid in full.

5. INTERMENTS

St. John's Anglican Cemetery, Port Hope Union Cemetery and Providence Cemetery, Knoxville Cemetery, Welcome Cemetery.

5.1 INTERMENT PERMITS

A burial permit issued by the Divisional Registrar showing that the death has been registered, or in the case of cremation, a Certificate of Cremation, must be deposited with the Supervisor, Cemeteries or designate before an interment may take place.

5.2 CONTRACT FOR INTERMENT

Persons ordering interments must sign a contract as adopted by the Cemetery Operator and detailing all charges and will be held responsible for the charges.

5.3 RESPONSIBILITY FOR CHARGES

Persons ordering interments will be held responsible for charges.

5.4 LIMITS OF INTERMENT RIGHTS

5.4.1 STANDARD IN-GROUND INTERMENT

Only one full interment may be made in any lot, except where provisions have been made for extra depth for a double full interment and charges paid. In the case of double-depth burials, it is strongly recommended that the first burial have a concrete liner. Cremations may be interred in lots to a limit of four in addition to a full interment or double full interment.

5.4.2 CREMATION

Cremation lots are limited to one interment per lot. Cremations may be interred in lots other than cremation lots to a limit of four. In-ground interment of ashes will be only permitted when ground conditions are suitable.

One set of cremated remains may be scattered in the designated Scattering Garden and two sets of cremated remains may be interred in each columbarium niche.

The scattering of cremated ashes is only permitted within the area designated as the Scattering Garden and are not permitted to be scattered on a grave or cemetery property.

Once cremated remains have been scattered they cannot be retrieved.

5.5 INTERMENT OF RIGHTS HOLDER(S)

Proof of lot ownership or interment rights must be presented to the Supervisor, Cemeteries or designate prior to, or at the time of, interment. If the original Deed or Certificate is believed to have been lost or destroyed, the Cemetery Operator must be notified immediately in order to accommodate the necessary time frame to procure a new Certificate.

5.6 INTERMENT OF OTHER THAN THE RIGHTS HOLDER(S)

Written permission by the Interment Rights Holder must be submitted to the Cemetery Operator for any interment other than that of the Interment Rights Holder for each lot (including a lot within a plot), niche or scattering garden.

5.7 CONTAGIOUS DISEASE

If the body to be interred contains a contagious disease, this must be disclosed, and the cause of death given.

5.8 INTERMENT NOTICE

The Supervisor, Cemeteries shall be given a minimum of 48 hours of notice for each burial of human remains or scattering of cremated human remains.

5.9 INTERMENTS ON WEEKENDS AND HOLIDAYS

5.9.1 Graveside services, Columbarium services and Scattering Garden services are to be completed by 1:00 P.M. on Saturday and are subject to payment of the fee as set out in the Municipality of Port Hope Fees and Charges By-law.

5.9.2 Except in a case of extreme necessity, interments will not be made on Sundays.

5.9.3 No interment will be made on Good Friday or Christmas Day.

5.10 WINTER BURIALS

From the first of November to the first of May, all burials including burial of cremated ashes must be arranged for the morning, except under special circumstances, in which the Supervisor, Cemeteries will be notified.

5.11 VETERANS' DESIGNATED AREA

Interment in the veterans' designated area is limited to veterans and their spouses.

5.12 CEMETERY OPERATOR PRESENCE AT INTERMENTS

The Supervisor, Cemeteries, his/her designate or a representative of the Cemetery Operator will be in attendance at each interment.

5.13 OPENING AND CLOSING OF GRAVES AND NICHES AND SCATTERING OF CREMATED REMAINS.

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

5.14 DISINTERMENTS

All disinterment's will be done in accordance with the Funeral, Burial and Cremation Services Act, 2002 and applicable regulations.

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

In special circumstances the removal of human remains may also be ordered by certain public officials without the consent of the interment rights holder and/or next of kin(s) as per FBCSA, Section 102.1.

5.15 BURIAL OF PETS AND OTHER ANIMALS

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

6. MONUMENTS AND MARKERS

St. John's Anglican Cemetery, Port Hope Union Cemetery, Providence Cemetery, Knoxville Cemetery, Welcome Cemetery.

6.1 LOTS AND PLOTS

6.1.1 An upright monument requires a foundation depth of not less than three feet and must be placed on a granite base built by a contractor.

6.1.2 A slant or pillow marker must be set in cement or placed on a granite slab.

6.1.3 A flat marker must be set in cement at ground level. Cremation plots will have flat markers only.

6.2 HEIGHT AND THICKNESS

6.2.1 Flat markers must not be less than 10 centimeters (4 inches) thick and may have a concrete cement collar around the marker.

6.2.2 All monuments must conform to the following height restrictions:

6.2.3 Monuments up to 102 centimeters (40 inches) high (base included) must be at least 15 centimeters (6 inches) thick.

6.2.4 Monuments from 102 centimeters (40 inches) to 140 centimeters (55 inches) high (base included) must be at least 20 centimeters (8 inches) thick.

6.2.5 Any monument higher than 140 centimeters (55 inches) must have plans submitted for Cemetery Operator approval and may be denied for practical and/or safety reasons.

6.3 MATERIAL TO BE USED

Markers or monuments must be constructed solely of finished granite (no field stones) or bronze. Monuments constructed of alternate materials may be installed with Cemetery Operator approval.

6.4 PERMISSION TO PLACE

No marker may be placed on a lot or plot without the lot Rights Holder(s) written permission.

6.5 INSTALLATION CONTRACT

A person ordering an installation of a monument or marker by the cemetery must sign a contract adopted by the Cemetery Operator detailing the charges and will be held responsible for the charges.

6.6 SINGLE-WIDTH GRAVE MARKERS

Only flat or pillow markers are allowed on single width lots and are to be no wider than 91 centimeters (36 inches) including cement collar.

6.7 DOUBLE-WIDTH PLOTS

No monument higher than 140 centimeters (55 inches) or wider than 91 centimeters (36 inches) base included, are allowed on double-width plots. Any monument higher than 140 centimeters (55 inches) or wider than 91 centimeters (36 inches) must have Cemetery Operator approval.

6.8 TRIPLE-WIDTH PLOTS

When placing a monument or marker, triple-width plots will be deemed to be one double-width plot and one single-width lot.

6.9 SCATTERING GARDEN PLAQUE

A standard plaque may be purchased through the cemetery for the Scattering Garden.

6.10 CAMEO PORTRAITS

Cameo portraits are prohibited on flat markers but may be used on monuments.

6.11 MONUMENT/MARKER AND NICHE INSCRIPTIONS

All inscriptions must be in keeping with the dignity and decorum of the cemetery, as approved by the Cemetery Operator.
Only symbols approved by the Cemetery Operator may be inserted on any niche in place of the date line. No artwork is permitted.

No inscription shall be provided unless all arrears connected with the plot, lot or niche have been paid in full.

6.12 REPAIRS OF MONUMENTS

Any monument tested and found to be unable to resist a horizontal force of 22.7 kilograms (50 pounds) measured between 0.3 meters (1 foot) and 1.5 meters (5 feet) above the ground will be reset, repaired, or laid down.

6.13 REMOVAL OF MONUMENTS AND MARKERS

The Cemetery Operator reserves the right to have removed, at the expense of the Rights Holder(s), any monuments or markers found to be in contravention of the Bylaw(s).

6.14 FOOT STONES

In addition to the monument, a flat marker no larger than 30 centimeters (12 inches) by 50 centimeters (20 inches) including border with a flat level surface set flush with the ground may be placed at the end of the grave farthest from the monument. The minimum thickness of a flat marker including footstones shall be 10 centimeters (4 inches).

6.15 CORNER POSTS

Corner posts are not required but, if installed, must be 15 centimeters (6 inches) square and dressed on all sides. They must be installed at the corner of the lots or plots within the lot limits and flush with ground level.

6.16 ARREARS

No monument or marker may be installed on any lot or plot until all arrears connected with that lot or plot have been paid in full.

6.17 PLACEMENT, ALTERATION OR REMOVAL

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

6.18 LIABILITY

The Cemetery Operator will take reasonable precautions to protect the property of the Interment Rights Holders, but it assumes no liability for the loss of, or damage to, any monument, marker or other structure, or part thereof. Minor scraping of the monument base of an upright monument due to grass/lawn maintenance is considered to be normal wear.

Should any monument or marker present a risk to public safety because it has become unstable, the Cemetery Operator shall do whatever it deems necessary by way of repairing, resetting, or laying down the monument or marker or any other remedy so as to remove the risk.

7. FLOWERS

7.1 LOTS AND PLOTS

7.1.1 No wildflowers or weeds may be planted in pots, beds or used as cut flowers.

7.1.2 No potted plants of any type are permitted on the ground. Flowers, potted and placed in an upright portable iron stand, the design of which is a single pole with a basket on top or a single pole shepherd-style with the hook turned in are permitted to be placed, one on either side of a monument or marker on all lots. The owner must remove all stands by no later than October 15 each year.

The Supervisor, Cemeteries is empowered and instructed to remove abandoned stands or those in violation of the above.

7.1.3 No fence, hedge, railing, coping, embankment, depression, trees, shrubs, bushes, plant, or a similar method of denoting boundaries shall be erected, placed, made, or planted to mark confines of any lot or flower bed.

7.1.4 Flower beds may be defined by edging the sod and may extend no more than the width of the base of the monument and no more than 30 centimeters (12 inches) from the front of the base. No flower beds are permitted behind any monument.

7.1.5 No decorative gravel, stones, or ground cover - artificial or natural - may be placed in or around flower beds.

7.1.6 No flower beds are permitted in the cremation section. Potted flowers on an approved upright iron stand or freshly cut flowers in a disposable receptacle are permitted but must be in an appropriate plastic or metal container.

7.1.7 Artificial flowers are permitted only from October 15 to April 1 of each year.

7.2 COLUMBARIUM AND SCATTERING GARDEN

7.2.1 No plantings nor plants in stands, pots, etc. are permitted on or around the columbarium or scattering garden. The present flowerbeds are planted and maintained by Cemetery Staff.

7.2.2 No artificial flowers are permitted around the columbarium or scattering garden.

7.3 REMOVAL OF FLOWERS, FLOWER BEDS AND OTHER ITEMS

The Supervisor, Cemeteries is empowered and instructed to remove any flowers, plantings, including but not limited to plants in stands or pots;

flower beds which are unattended, overgrown, withered, or unsightly; artificial flowers placed at any other time of the year then set out above and another of items in violation of the above.

8. DECORATIONS

8.1 LOTS AND PLOTS

No decorations are permitted on any lot/plot except under the following conditions:

8.1.1 Items of spiritual significance and patriotic or civic honours may be displayed on a temporary basis as approved by the Cemetery Operator.

8.1.2 Small items of personal, sentimental significance may be placed at the gravesite on the day of the funeral and are to be removed within 5 days.

8.1.3 Wind chimes, birdhouses/feeders, wooden or lawn ornaments, solar lights, etcetera are prohibited.

8.1.4 No chair, bench, wooden or wire trellis, arch or similar articles will be left upon the lots.

8.2 COLUMBARIUM

No decorations are permitted to be affixed to, nor set on the base, ledge or top of the columbarium. Nor will there be any decorations permitted around the columbarium, except under the following conditions:

8.2.1 Items of spiritual significance and patriotic or civic honours may be displayed on a temporary basis as approved by the Cemetery Operator.

8.2.2 Small items of personal, sentimental significance may be placed at the site on the day of the funeral and are to be removed within 5 days.

8.2.3 Wind chimes, birdhouses/feeders, wooden or lawn ornaments, solar lights, etcetera are prohibited.

8.2.4 No chair, bench, wooden or wire trellis, arch or similar articles will be left upon the lots.

8.3 SCATTERING GARDEN

No decorations are permitted around the scattering garden, except under the following conditions.

8.3.1 Items of spiritual significance and patriotic or civic honours may be displayed on a temporary basis as approved by the Cemetery Operator.

8.3.2 Small items of personal, sentimental significance may be placed at the site on the day of the funeral and are to be removed within 5 days.

8.3.3 Wind chimes, birdhouses/feeders, wooden or lawn ornaments, solar lights, etcetera are prohibited.

8.3.4 No chair, bench, wooden or wire trellis, arch or similar articles will be left upon the lots.

8.4 REMOVAL OF DECORATIONS.

The Supervisor, Cemeteries is empowered and instructed to remove any decoration items in violation of the above.

9. LOSS OF PERSONAL ITEMS

Cemetery staff will not be responsible for any loss of or damage to any personal articles left in the cemetery.

10. LIABILITY

The Cemetery Operator, or any Municipal staff, will not be held liable for any loss or damage, without limitation (including damage by the elements, Acts of God, or vandal(s) to any lot, plot, columbarium, niche, monument, marker, or other article that has been placed in relation to an interment or scattering right save and except for direct loss or damage caused by gross negligence of the Cemetery Operator.

11. REGULATIONS APPLICABLE TO THE GENERAL PUBLIC

11.1 Trees intended as memorials may be planted in the cemetery only when prior permission and instructions from the Supervisor, Cemeteries have been given as to species and location within the cemetery grounds. Shrubs are not permitted and the Supervisor, Cemeteries is empowered and instructed to remove any existing shrubs which are unattended, overgrown, withered, and unsightly or that impair cemetery work.

11.2 No person shall break, injure, or interfere with any tree or shrub, or pick, injure or remove any flowers, wild or cultivated, within the cemetery.

11.3 No person shall change the grading of any lot. In the case of such change, the Supervisor, Cemeteries on behalf of the Cemetery Operator, may restore the lot to its original grade at the expense of the Right Holder(s).

11.4 No person will make any walk, cut any sod, or move markers anywhere in the cemetery.

11.5 No open flames including candles are permitted on cemetery property, except as approved by the Cemetery Operator.

11.6 The dumping of domestic refuse (household garbage, yard debris, construction materials, etc.) is prohibited within the cemetery grounds. Receptacles located at convenient points in the cemetery are for cemetery maintenance use only.

11.7 No pets are permitted in the cemetery, with the exception of service animals for disabled persons such as guide dogs.

11.8 Vehicles within the cemetery shall be driven at the posted speed and, excepting cemetery vehicles, shall not leave the roadways or park on the grass unless instructed to do so by the Supervisor, Cemeteries. Where there are no roadways within the cemetery, all vehicles, excepting cemetery equipment, are prohibited.

11.9 Overnight parking on cemetery property is prohibited, excepting cemetery equipment.

11.10 No person shall write upon, deface, mark, or injure any monument, fence, or other structure in the cemetery.

11.11 The cemetery shall be open daily to visitors between sunrise and sunset.

11.12 Children under the age of twelve years shall not be admitted to the cemetery without being accompanied by an adult.

11.13 Any person disturbing the quiet or good order in the cemetery by noise or other improper conduct, or who shall violate any provision of this By-law, shall be compelled to leave the cemetery forthwith.

11.14 Cemetery property is not to be used for any recreational activities (sports, etcetera).

11.15 A public register shall be maintained and available to the public for viewing during regular office hours.

12. BY-LAW AMENDMENTS

The cemetery shall be governed by these by-laws, and all procedures will comply with the FBCSA and O. Reg. 30/11 and 184/12, which may be amended periodically.

All by-law amendments must be:

1. Published once in a newspaper with general circulation in the locality in which the cemetery is located;
2. Conspicuously posted on a sign at the entrance of the cemetery; and
3. Delivered to each supplier of markers who has delivered a marker to the cemetery during the previous year if the by-law or by-law amendment pertains to markers or their installation.

All by-laws and by-law amendments are subject to the approval of the Registrar, FBCSA, BAO.

13. RIGHT TO RE-SURVEY

The cemetery has the right at any time to re-survey, enlarge, diminish, re-plot, change or remove plantings, grade, close pathways, or roads, alter in shape or size, or otherwise change all or any part of the cemetery, subject to approval of the appropriate authorities.

14. REPEAL OF BY-LAW

Repeal By-laws 31/2013 and 56/2018.

READ a FIRST, SECOND and THIRD time and finally passed in Open Council this 4th day of May, 2021.

~~R. J. Sanderson, Mayor~~
L. Andrews, Deputy Mayor

B. Gilmer, Clerk

Amended by By-law 13/2022 – March 15/22 – Various Administrative Amendments:

1. Reference to Parks Foreman be replaced with "Supervisor, Cemeteries
2. Sections 1.6, 2.2 & 2.8 be amended to include "Knoxville Cemetery"
3. Section 5.5 be amended to remove reference to "Deed or" in the last sentence
4. Section 9 – reworded
5. Section 10 – reworded
6. Section 11.7 be amended to include "with the exception of service animals for disabled persons such as guide dogs"
7. Section 3.0 of Schedule "A" be amended to add a new bullet – "Zion Cemetery – Con 3, Lot 31, now closed"

APPROVED
By the Registrar, *Funeral, Burial and Cremation Services Act, 2002*, Bereavement Authority of Ontario

APPROUVÉ
Par le Registrateur, *Loi de 2002 sur les services funéraires et les services d'enterrement et de crémation*, l'Autorité des services funéraires et cimetières de l'Ontario

Date: October 11, 2022

SCHEDULE "A" to By-law 26/2021

1. Pre-amble

This By-law has been prepared with the objective of protecting the graves, Columbarium and Scattering Garden and property of persons to whom proper care of their remains means so much.

2. General Information

2.1 The Port Hope Union Cemetery Company was formed on April 30th, 1873, when health concerns resulted in the cessation of burials within the Town. By an Agreement of Purchase on March 5th, 1956, the Corporation of the Town of Port Hope acquired ownership of all assets of the Company, including acquired land consisting of 18.8 acres with a 1,450-foot frontage on Toronto Road.

2.2 Historically, the Town of Port Hope By-law 2135, constituting the Port Hope Union Cemetery Operator, was given third and final reading on May 14th, 1956. It was given approval by the Ontario Department of Health on May 28th, 1956, on which day it took effect. That By-law set out the Cemetery Operator's composition, qualifications necessary to hold office, terms of office, appointment procedure, frequency of meetings and other matters defining the duties and powers of the Cemetery Operator. By virtue of the office, the Mayor of the Municipality and eight other citizens of the Municipality were appointed by the Municipal Council and included a Cemetery Operator included Chairperson, Vice-Chairperson and Secretary-Treasurer.

2.3 St. John's Anglican Church Cemetery, immediately south of Union Cemetery, was originally purchased by the Diocese of Toronto in 1853 and leased to the Church Wardens of St. John's for 999 years in 1863. On November 19th, 1968, under By-law 254/68, the Corporation acquired ownership of all assets of St. John's Anglican Cemetery, including 8.4 acres on the west side of Toronto Road with a frontage of 260 feet, resulting in the present 27.2 acres of land with a highway frontage of 1,710 feet.

2.4 The Abandoned Cemeteries Act of 1970 placed the Pioneer Cemetery of the First Presbyterian Church under the Cemetery Operator's jurisdiction.

2.5 With the 1989 revision of the Ontario Cemeteries Act, the previous Perpetual Care Plan, the funds of which sufficed to keep the grounds and graves neat and the grass cut, became the Care and Maintenance Fund with Forty percent (40%) of the lot sale price being allocated to the Care and Maintenance Fund in addition to trusting of money for each and every marker or monument installation. Stiffer controls for monument standards were also enacted due to increased liability.

2.6 While the Union Cemetery and St. John's Anglican Church Cemetery remain as operating municipal cemeteries, the 2000 amalgamation of Port Hope and Hope Township, forming the Municipality of Port Hope, resulted in the acquisition of five abandoned cemeteries in the former Township: two at Perrytown, two at Elizabethville and the Moon's Cemetery.

2.7 The operations of Welcome United Church Cemetery became the responsibility of the Municipality of Port Hope in 2017 upon the request of the Welcome United Church Cemetery Operator.

On April 7th, 1966, the congregation of Welcome Church purchased two acres of the south-west quarter of Lot 11, Concession 2, of Hope Township from Jeremiah Parker for $80 for the purpose of establishing a burial ground. The official opening of the "Bible Christian Cemetery" is dated 1868, although there are a number of recorded interments prior to that year. On April 1st, 1884, a further five acres were purchased from William Morrison for $300, expanding the cemetery to the present seven.

2.8 The operations of Providence Cemetery were transferred to the Municipality in 2018; operations of Knoxville Cemetery were transferred in 2021.

2.9 Surveys of the Union Cemetery, Knoxville Cemetery and Providence Cemetery, with maps of each section and plot, are on file at the Cemetery Office. We welcome your participation and encourage you to verify your records for proper spelling and accuracy.

3.0 This By-law shall apply to all applicable cemeteries in Ward 1 and Ward 2 of the Municipality (formerly the Town of Port Hope and Hope Township).

Further changes to this by-law may be implemented to ensure compliance with *Cemeteries and Funeral, Burial and Cremations Services Act, 2002* and any applicable regulations.

Cemeteries currently under the jurisdiction of the Municipality of Port Hope:

WARD 1:

- Port Hope Union Cemetery
- St. John's Anglican Church Cemetery

<u>Care and Maintenance:</u>

- Pioneer Cemetery of the First Presbyterian Church

WARD 2:

- Providence Cemetery – Concession 6, PT Lot 1
- Knoxville Cemetery – Concession 5, PT Lot 7 (corner of Knoxville Road & 6th Line)
- Welcome United Church Cemetery – 200 Toronto Road

<u>Care and Maintenance:</u>

- Perrytown Bible Christian Cemetery (c1843) - Con. 6, Lot 14. The church closed in 1884.
- Perrytown Presbyterian Cemetery (c1838) - Con. 6, Lot 15. The oldest stone is 1837; the newest, 1940.
- Elizabethville Methodist Cemetery (c1860) - Con. 7, Lot 28. There were burials beside the church at the corners, but no stones remain. A new cemetery was created further south. An earlier stone, likely moved, is dated 1853.

- Elizabethville Anglican Cemetery (c1855) - Con. 7, Lot 29. Last known burial was in 1946.
- East Zion Bible Christian Cemetery [also known as Moon's, as it was on the Moon farm] (c1860) - Con. 7, Lot 4. The church was taken down in 1930.
- Zion Cemetery [also known as Zion Bible Christian] (cl833)- Con. 3, lot 31. Now closed.