



THE CORPORATION OF THE TOWNSHIP OF WEST LINCOLN
SPECIAL COUNCIL AGENDA

MEETING NO. ELEVEN

Monday, June 10, 2024, 6:30 p.m.

Township Administration Building

318 Canborough Street, Smithville, Ontario

NOTE TO MEMBERS OF THE PUBLIC: All cell phones, pagers and/or PDAs are to be turned off or put on silent. Additionally, for your information, please be advised that this meeting will be livestreamed as well as recorded and will be available on the Township's website.

Pages

1. LAND ACKNOWLEDGEMENT STATEMENT

The Township of West Lincoln, being part of Niagara Region is situated on treaty land. This land is steeped in the rich history of the First Nations such as the Hattiwendaronk (Hat-i-wen-DA-ronk), the Haudenosaunee (Hoe-den-no-SHOW-nee), and the Anishinaabe (Ah-nish-ih-NAH-bey), including the Mississaugas of the Credit First Nation. There are many First Nations, Métis, and Inuit people from across Turtle Island that live and work in Niagara today. The Township of West Lincoln, as part of the Regional Municipality of Niagara, stands with all Indigenous people, past and present, in promoting the wise stewardship of the lands on which we live.

2. DISCLOSURE OF PECUNIARY INTEREST AND/OR CONFLICT OF INTEREST

3. REQUEST TO ADDRESS ITEMS ON THE AGENDA

NOTE: Requests to address items on the agenda are restricted to specific items as follows per Section 6.7 of the Procedural By-law:

6.7 Public Comment at Council:

There shall be no comments from the public permitted at Council unless:

- (a) a specific appointment has been scheduled; or,
- (b) an item is included under the "Other Business" or "Communications" or "Appointments" section of the agenda and relates to a matter which would normally be dealt with at Committee.

Chair to inquire if there are any members of the public present who wish to address a specific item on the agenda as permitted by Section 6.7 of the Procedural By-law.

4. APPOINTMENTS/PRESENTATIONS

There are no appointments/presentations.

5. COMMUNICATIONS

There are no communications.

6. NEW ITEMS OF BUSINESS

NOTE: Only for items that require immediate attention/direction from Council and must first approve a motion to introduce a new item of business.

7. CONFIDENTIAL MATTERS

There are no confidential matters.

8. BY-LAWS

Moved By Councillor William Reilly

1. That leave be granted to introduce By-Law 2024-37, By-Law 2024-38, By-Law 2024-39, By-Law 2024-40 and By-Law 2024-41, and that the same shall be considered to have been read a first, second, and third time with one reading, and are hereby adopted; and,
2. That the Mayor and Clerk be and are hereby authorized to sign and affix the Corporate Seal thereto, any rule of this Council to the contrary notwithstanding.

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|-----|--|----|
| 8.1 | BY-LAW 2024-37
A By-Law to authorize the Mayor and Clerk to sign an employment contract on behalf of the Corporation of the Township of West Lincoln with Truper McBride. | 3 |
| 8.2 | BY-LAW 2024-38
A By-Law to appoint Truper McBride as Chief Administrative Officer for the Corporation of the Township of West Lincoln. | 4 |
| 8.3 | BY-LAW 2024-39
A By-Law to appoint Truper McBride as Deputy Clerk for the Corporation of the Township of West Lincoln. | 5 |
| 8.4 | BY-LAW 2024-40
A By-law to Govern the Operation of Cemeteries under the Control and Management of the Township of West Lincoln | 6 |
| 8.5 | BY-LAW 2024-41
A By-Law to adopt, confirm and ratify matters dealt with by Council resolution. | 24 |

9. ADJOURNMENT

The Mayor to declare this meeting adjourned.

THE CORPORATION OF THE TOWNSHIP OF WEST LINCOLN

BY-LAW 2024-37

A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO SIGN AN EMPLOYMENT CONTRACT ON BEHALF OF THE CORPORATION OF THE TOWNSHIP OF WEST LINCOLN WITH TRUPER MCBRIDE.

WHEREAS the Council of the Corporation of the Township of West Lincoln deems it expedient to enter into an Employment Contract with Truper McBride relating to his appointment as Chief Administrative Officer for the Corporation of the Township of West Lincoln.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF WEST LINCOLN ENACTS AS FOLLOWS:

1. That the Corporation of the Township of West Lincoln enter into an Employment contract with Truper McBride relating to his appointment as Chief Administrative Officer for the Corporation of the Township of West Lincoln; and,
2. That the Mayor and Clerk be authorized to sign the above mentioned Employment Contract and affix the Corporate Seal thereto.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 10th DAY OF JUNE, 2024.

MAYOR CHERYL GANANN

JUSTIN PAYLOVE, CLERK

THE CORPORATION OF THE TOWNSHIP OF WEST LINCOLN

BY-LAW 2024-38

A BY-LAW TO APPOINT TRUPER MCBRIDE AS CHIEF ADMINISTRATIVE OFFICER FOR THE CORPORATION OF THE TOWNSHIP OF WEST LINCOLN

WHEREAS the *Municipal Act*, S.O. 2001, c.25, confers authority upon the municipality to conduct its affairs as it considers necessary and appropriate;

AND WHEREAS the Council of the Corporation of the Township of West Lincoln deems it necessary to appoint a Chief Administrative Officer for the Corporation of the Township of West Lincoln.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF WEST LINCOLN ENACTS AS FOLLOWS:

1. That Truper McBride be and is hereby appointed as Chief Administrative Officer for the Corporation of the Township of West Lincoln.
2. That the duties and responsibilities of the Chief Administrator Officer shall be in accordance with the current job responsibilities.
3. That this Appointment By-law shall come into force and effect on June 10th 2024.
4. That By-law 2018-10 be and are hereby repealed.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 10th DAY OF JUNE, 2024.

MAYOR CHERYL GANANN

JUSTIN PAYLOVE, CLERK

THE CORPORATION OF THE TOWNSHIP OF WEST LINCOLN

BY-LAW 2024-39

A BY-LAW TO APPOINT A DEPUTY CLERK FOR THE TOWNSHIP OF WEST LINCOLN.

WHEREAS the Municipal Act, S.O. 2001, c.25, provides that a municipality may appoint Deputy Clerks who have all of the powers and duties of the Clerk;

AND WHEREAS Council deems it necessary to appoint the CAO as a Deputy Clerk.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF WEST LINCOLN ENACTS AS FOLLOWS:

1. That Truper McBride be and is hereby appointed as Deputy Clerk for the Corporation of the Township of West Lincoln.
2. That the Deputy Clerk shall have all the powers of the Clerk under the provision of the Municipal Act, 2001, c.25 and any other Act.
3. That the appointment shall come into force and effect on the 10th day of June, 2024 and remain in effect until this by-law is repealed by Council.
4. That By-law 2018-41, be and is hereby repealed.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 10th DAY OF JUNE, 2024.

MAYOR CHERYL GANANN

JUSTIN PAYLOVE, CLERK

THE CORPORATION OF THE TOWNSHIP OF WEST LINCOLN

BY-LAW 2024-40

**A BY-LAW TO GOVERN THE OPERATION OF
CEMETERIES UNDER THE CONTROL AND
MANAGEMENT OF THE TOWNSHIP OF WEST LINCOLN.**

WHEREAS the Corporation of the Township of West Lincoln owns and operates the cemeteries within the Township;

AND WHEREAS Section 150(1) of Ontario Regulation 30/11 to the *Funeral, Burial and Cremation Services Act, 2002*, S.O. 2002, c.33 (the "Act") provides that a cemetery operator may make By-laws governing the operation of a cemetery, and in particular, governing rights, entitlements and restrictions with respect to interment and scattering rights;

AND WHEREAS no such By-law comes into force and effect until it is filed with the Registrar under the Act, notice of the following is given in accordance with the regulations under the Act and the By-law is approved by the Registrar;

AND WHEREAS it is deemed desirable and expedient to enact this By-law to regulate the operation of municipal cemeteries incompliant with the Act and regulations thereto, and to repeal existing By-laws.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF WEST LINCOLN ENACTS AS FOLLOWS:

PART I - DEFINITIONS

1. In this By-law:
 - (a) "Act" means the Funeral, Burial and Cremation Services Act, 2002, S.O. 2002 or FBSCA, as may be amended from time to time.
 - (b) "Burial" means the opening and closing of an in ground Lot for the disposition of human remains or cremated remains.
 - (c) "By-law" means a bylaw of the Township of West Lincoln detailing the rules and regulations under which a cemetery operates.
 - (d) "Care and Maintenance Fund" means the fund established by and under the administration of Council as required by the Act and regulations.

- (e) “Cemetery” means lands set aside and operated by the Township to be used for the interment of human remains.
- (f) “Director of Public Works” means the person or his/her designate appointed by Council to conduct the day-to-day duties of operating the cemeteries as required, including sale of graves, layout of graves and markers, placement of corner posts, coordinate and oversee budget expenditures as directed by the Council, coordinate and oversee maintenance and operations within budget guidelines and the maintaining of such records for the proper operation of the cemeteries as required by the Office of the Clerk.
- (g) “Cemetery Services” means services provided in respect of the interment of human remains or cremated remains at a cemetery and includes such services as may be prescribed.
- (h) “Cemetery Supplies” means interment vaults; markers, liners, flowers, artificial wreaths and other articles intended to be placed in a cemetery.
- (i) “Clerk” means the Municipal Clerk of the Corporation of the Township of West Lincoln.
- (j) “Columbarium” means a structure or building, other than a mausoleum, used as a place for the interment of cremated remains in individual sealed niches or compartments.
- (k) “Corner Stone” means any stone or other land marks set flush with the surface of the ground and used to indicate the corners of a lot or plot.
- (l) “Contract” means the written form of agreement that is required to purchase Internment Rights and services which details the obligations of both parties and acceptance of the Cemetery By-law.
- (m) “Council” means the Municipal Council of the Corporation of the Township of West Lincoln.
- (n) “Grave” or “Lot” means any single in ground burial space of sufficient area, as prescribed by the Cemetery By-law, intended for the interment of human remains.
- (o) “Inter” means the burial or interment in the Cemetery of the body or remains of a human being.
- (p) “Internment Permission Form” means the form to be completed by the interment Rights Holder(s) to designate, in writing, if another person is to be buried in their lot or plot.

- (q) "Internment Rights" means the right to require or direct the interment of human remains in a lot or plot, niche or designated memorial area and to direct the associated memorialization of the same.
- (r) "Internment Rights Certificate" means the certificate issued to the Interment Rights Holder by the Township, and shall include the name of the Interment Rights Holder, the location and dimensions of the lot or plot, the date on which the interment rights are purchased, the amount paid by the purchaser, the amount deposited into the Care and Maintenance Fund, and a statement regarding transfer restrictions of said interment rights.
- (s) "Internment Rights Holder" means a person with interment rights with respect to a lot or plot and said Interment Rights Holder shall be listed in the records of the Cemetery and on the Interments Right certificate.
- (t) "Lot" means any single inground burial space not exceeding 1.2m X 3m in a cemetery containing, or intended to contain human remains. Lots shall include an area of undisturbed soil at the head of the intended grave .6m X 1.2m for the placement of markers.
- (u) "Marker" means a flat marker - not above ground.
- (v) "Memorialization" means any monument, tombstone, plaque, headstone, marker or other structure or ornament affixed to or intended to be affixed to a lot or plot.
- (w) "Military Veteran" means any former member of the Canadian Armed Forces who releases with an honorable discharge and who successfully underwent basic training.
- (x) "Monument" means a permanent memorial structure projecting above ground level.
- (y) "Plot" means two or more lots in which the rights to inter have been sold as a single unit.
- (z) "Registrar" means the Registrar appointed under Funeral, Burial and Cremation Services Act 2002.
- (aa) "Resident" means a person residing in the Township of West Lincoln or a person who is a taxpayer in the Township of West Lincoln and includes a person who has moved from the Township of West Lincoln directly into an institution established under the Retirement Homes Act

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- (bb) "Scattering Garden" means an identified area within a cemetery where the scattering of cremated human ashes is permitted.
- (cc) "Tariff" means the tariff or fees and charges most recently approved by Township of West Lincoln Council for Cemetery services and use of the property, including interment rights.
- (dd) "Township" means the Corporation of the Township of West Lincoln.
- (ee) "Transfer Form" means the form to be completed for any transfer of interment rights made without consideration as a gift.
- (ff) "Treasurer" means the Senior Financial Officer for the Township.

PART II - ADMINISTRATION

2. The Township has full and complete control and management of the land, buildings, plantings, roads, utilities, books and records of Cemeteries and the Director of Public Works is hereby delegated authority to administer this By-law.
3. The Township is responsible for the day to day operation of cemeteries in accordance with the Act, any regulations thereunder and the rules established by this By-law.
4. The Township has the right at any time to re-survey, enlarge, diminish, re-plot, change or remove plantings, grade, closed pathways or roads, alter in shape or size, or otherwise change all or any part of a cemetery, subject to approval of the appropriate approval authority.
5. The Township shall keep such registers, records and books as are necessary for properly recording all matters, acts, interment rights certificates and matters pertaining to the cemetery as come with their respective jurisdiction and as may be prescribed.
6. The Director of Public Works shall make and render such reports as required by the Act.
7. It is a requirement under the FBSCA and O.Reg. 30/11 and 184/12 that a prescribed amount or a percentage of the purchase price (excluding tax) of all interment rights sold; and prescribed amounts for monuments and markers is contributed into the care and maintenance fund. Interest from this fund is used to provide care and maintenance of lots, markers and monuments in the cemetery. Contributions to the care and maintenance fund are not refundable except when the interment rights are cancelled within the thirty (30) day cooling off period.

PART III - FINANCIAL

8. The Care and Maintenance Fund as prescribed by the Act shall be established by the Treasurer who shall receive and transfer to the Cemetery all interest received from the Care and Maintenance Fund investments and all interest from other income from money invested or from other property given, devised, bequeathed or set aside for the purpose of a general Care and Maintenance Fund of the Cemeteries.
9. The Care and Maintenance Fund established under this By-law and the investments representing the same shall be under the control and management of the Treasurer subject to approval of Council.
10. All fees and charges shall be payable in accordance with the Tariff which shall be set periodically and approved by Council.
11. All revenue and other monies belonging or pertaining to West Lincoln Cemeteries shall be received by the Treasurer.
12. The Treasurer shall keep such books, accounts and records as are necessary for properly recording and exhibiting all financial matters pertaining to the Cemetery as may be prescribed by legislation, regulation or as directed by Council.
13. The Treasurer shall maintain, invest, and administer the Care and Maintenance Fund in accordance with the provisions and regulations of the Act.
14. The Treasurer shall submit a yearly budget for Council's consideration and approval setting out operating and capital expenses for the approval of Council. The application and use of said monies shall be under the control and management of the Treasurer. In determining the budget, the Treasurer shall not be bound to expend the whole of the operating or capital revenues in any year or years but may accumulate and hold or subsequently expend the same or any part thereof, or invest the same or any part thereof.
15. The revenue derived from the Care and Maintenance Fund shall be applied at the discretion of the Treasurer subject to the approved budget, and shall be used for general maintenance and improvement of the Cemetery. The Treasurer shall not be bound to expend the whole or any part of the interest or money earned, including the compounding thereof, but may accumulate and hold or subsequently expend the same or any part thereof, or invest the same or any part thereof.
16. The revenue derived from that portion of the Care and Maintenance Fund pertaining to care of Memorialization shall be applied at the discretion of the Treasurer, subject to the approved budget, and shall be used for general maintenance of memorials. The Treasurer shall not be bound to expend the whole or any part of the interest or money earned, including the compounding thereof, but

may accumulate and hold or subsequently expend the same or any part thereof, or invest the same or any part thereof.

17. The Treasurer shall have the authority to establish special funds for donations. The application and use of said funds shall be at the discretion of the Director of Public Works, subject to the approved budget. The Treasurer shall not be bound to expend the whole or any part of the interest or money earned, including the compounding thereof, but may accumulate and hold or subsequently expend the same or any part thereof, or invest the same or any part thereof.

PART IV – SALE OF INTERMENT RIGHTS

18. Ownership of all Cemetery lands shall remain vested with the Township at all times. Interment Rights Holders acquire only the right and privilege to direct the burial of human remains and direct the associated Memorialization subject to any rules and regulations established by the Township.
19. Interment Rights may only be sold by the Township. Fees relating to the sale of interment rights are as set out in the Tariff.
20. No person shall sell Interment Rights to a third party.
21. Every Purchaser shall enter into a Cemetery Contract with the Township detailing the obligations of the parties and the acceptance of the terms of the By-law.
22. The Township shall issue an Interment Rights Certificate to the designated Interment Rights Holder upon completion of the purchase of Interment Rights and the execution of the Contract for Cemetery Services.

PART V - CANCELLATION AND REPURCHASE OF INTERMENT RIGHTS

23. A Purchaser or Interment Rights Holder may provide written notice to the Clerk, requesting to cancel the Interment Rights Contract and have the Township repurchase the Interment Rights.
24. A Purchaser or Interment Rights Holder desiring to cancel the Contract for Cemetery Services within thirty (30) days from the date of its original execution, will be entitled to a refund of all monies paid by the Purchaser, including that portion of the purchase price collected for contribution to the Care and Maintenance Fund.
25. A Purchaser or Interment Rights Holder desiring to cancel the Contract after thirty (30) days from the date of its original execution will be entitled to a refund of the market value of the Interment Rights effective on the day the Township receives the application for cancellation less the amount, if any, owing under the Contract. The market value of the Interment Rights to be refunded shall be the price for the

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Interment Rights as set out in the current Tariff of Fees and Charges, less the Care and Maintenance Fund contribution made at the time of purchase.

26. An Interment Rights Holder requesting the cancellation of the Contract shall return the Interment Rights Certificate to the Township and the Interment Rights Holder shall endorse the Interment Rights Certificate, transferring all rights, title and interest back to the Township. All appropriate paperwork must be completed before the Township will refund any amount to the Interment Rights Holder.
27. Notwithstanding any other provision of this By-law, a person is not entitled to cancel an Interment Rights Contract and the Township is not required to repurchase unused Interment Rights if any portion of the Interment Rights has been exercised.
28. A refund with respect to an application by a Purchaser or an Interment Rights Holder to cancel a Contract shall be made by the Township within 30 days of receiving the cancellation application.
29. No person shall subdivide an Interment Right.
30. If Interment Rights are to be sold back to the Township, any Monument, Marker or Cornerstone and associated foundations for same shall be removed from the Plot or Lot before the Transfer can be completed. The cost for the removal of such Memorialization and any associated foundation as provided for in the Tariff of Fees and Charges shall be paid by the Interment Rights Holder requesting and authorizing the Transfer.
31. No Interment Rights shall be exercised or transferred, or Cemetery services provided, until all amounts payable in regard to the Interment Rights have been paid in full.

PART VI - TRANSFER OF INTERMENT RIGHTS

32. An Interment Rights Holder may Transfer such rights subject to, and in accordance with, the provisions of the By-law and the law. The Township prohibits the resale of Interment Rights by any person to a third party.
33. No Transfer of Interment Rights shall be binding upon the Township until a duly executed Transfer has been registered.
34. An Interment Rights Holder may provide notice to the Township in a form provided by the Township for a Transfer specifying the name, address and other pertinent information with respect to the persons transferring the said Interment Rights and the persons to whom the Interment Rights are to be transferred and providing full particulars of the intended Transfer.
35. A Transfer in the case of a testamentary transmission shall be recorded upon the

production and delivery to the Clerk of a certified or notarized copy of the Probate or, if the Will has not been probated, by production and delivery to the Clerk of a certified or notarized copy of the Will of the Interment Rights Holder and evidence satisfactory to the Clerk establishing the legal title of the transferor. In cases of intestacy, a transfer shall be recorded by production and delivery to the Clerk of evidence satisfactory by him establishing the legal title of the transferor.

36. The Interment Rights Holder requesting the Transfer must return the Interment Rights Certificate to the Township and the Interment Rights Holder must endorse the Interment Rights Certificate, transferring all rights, title and interest back to the Township. Upon payment of the applicable Transfer fee prescribed by the most recent Tariff of Fees and Charges. The Clerk shall prepare and issue a new Interment Rights Certificate to the transferee in the same manner as in the case of a sale.
37. If the Certificate of Interment Rights does not contain a Rights Holder Endorsement of Transfer on the original Certificate of Interment Rights, the Interment Rights Holder shall be required to obtain and complete an Interment Rights Holder Endorsement of Transfer form from the Township.

PART VII – INTERMENTS, INURNMENTS AND SCATTERING

38. Prior to every Burial, the Interment Rights Holder shall provide written authorization satisfactory to the Director of Public Works, directing the exercise of Interment Rights. Should the Interment Rights Holder be deceased, authorization must be provided in writing by a person legally authorized to act on behalf of the Interment Rights holder.
39. Prior to every Burial, a Purchaser or Interment Rights Holder must enter into a contract for Cemetery services in a form provided by the Township and providing such information as may be required by the Township for the completion of the contract.
40. In the event that special instructions are taken verbally by the Township regarding the particulars or details of any interment, the Township shall not be responsible for errors. Verbal instructions shall be confirmed in writing by the Purchaser or Interment Rights Holder prior to a service by entering into a contract for Cemetery services in a form provided by the Township.
41. Prior to every Burial, a written statement shall be submitted indicating the full name and the last residence of the deceased, the name and address of the nearest relative of the deceased, the time and date of interment, the lot and grave numbers in which an interment is to be made and the name and address of the Funeral Director. Said statement is to be signed by the nearest relative or persons responsible for arranging the burial. The person ordering or making arrangements for burials shall be responsible for all incurred charges.

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42. No Burial shall take place without a burial permit issued by the Division Registrar under the Vital Statistics Act, R.S.O. 1990, c.V.4, as amended, or equivalent document, showing that the death has been registered with the Province of Ontario. Such certificate must be deposited with the Township prior to the interment taking place. In the case of the Burial of cremated human remains, a Certificate of Cremation must be deposited with the Township prior to the interment taking place.
43. Lots shall be opened and closed only by the Township.
44. All interments shall be made under the supervision of the Director of Public Works.
45. To ensure safe conditions are maintained at all times, families wishing to witness the closing of a Lot shall remain a minimum of ten (10) meters from the open grave.
46. Every effort will be made to complete an interment on the assigned day and time. If, due to inclement weather conditions or health and safety concerns or conditions beyond the Township's control, a Burial cannot be undertaken at the scheduled time, the Township reserves the right to establish a temporary set up and the Burial shall be completed as soon as possible at a later time.
47. The Township retains the right of passage over every Lot so that Cemetery operations may be performed effectively.
48. The Township retains the right to temporarily relocate a monument or marker so that Cemetery operations involving the opening and closing of a Lot may be performed.
49. The opening of a Lot necessitates the temporary mounding of earth on adjacent graves. The Township reserves the right to determine the location for the temporary mound and will make reasonable efforts to restore adjacent graves to their original condition as soon as possible following the closing of the grave.
50. Funeral flowers delivered to the Cemetery at the time of Burial may remain on the Lot for a maximum of 5 days and may be removed at any time thereafter and disposed of by the Township.
51. Fees respecting all interments shall be in accordance with the most recent Tariff of Fees and Charges.
52. A minimum of 3 business days' advance notice is required for any proposed interment, except under exceptional circumstances, including but not limited to a certificate of a medical practitioner requiring that the interment be undertaken within 24 hours of death as a matter of the control of a communicable disease within the meaning of the Health Protection and Promotion Act, R.S.O. 1990, c.H.7. All necessary certificates and permits shall be deposited with the Township prior to the interment.

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53. No interment or disinterment shall be permitted in any Lot for which there are unpaid cemetery charges.
54. Funeral processions within any part of the Cemetery shall be under the supervision and direction of the Township.
55. Only one (1) casket interment may be made in any regular Lot unless specific written permission has been given by the Director of Public Works at the time of the purchase of Interment Rights. Extra depth or Double Depth Burials are not permitted in any cemetery unless under the “grandfathered” clause.
56. A maximum of one (1) casket and three (3) cremated remains or four (4) cremated remains only are allowed in a single lot or grave.
57. The Township shall have the discretion to permit alternative interment combinations.
58. Remains shall be delivered to the Cemetery for Burial in a closed casket, cremation urn or container. Under no circumstances shall an employee of the Township open or close a casket, cremation urn or container.
59. Cremated remains are not permitted to be scattered on any Lot but may be permitted to be scattered in the appropriate area designated within the cemetery.
60. The purchase of Interment Rights does not include the opening and closing the Lots or Plots. Additional Cemetery fees and charges shall be incurred based upon the supplies or services provided in connection with the interment in accordance with the most recent Tariff of Fees and Charges.
61. Any interments performed on a Saturday, Sunday or on a holiday recognized by the Township, or after 3:00 p.m., Monday to Friday, shall be subject to the applicable surcharges in accordance with the most recent Tariff of Fees and Charges.

PART VIII - DISINTERMENTS

62. Disinterment's shall be conducted in accordance with the requirements of the Act, and shall be subject to the most recent Tariff of Fees and Charges.
63. No disinterment shall take place without the written direction of the Interment Rights Holder by entering into a contract for cemetery services, in a form provided by the Township, except as otherwise permitted by the Act or required by law. Evidence satisfactory to the Township regarding the ownership of Interment Rights may be necessary.

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64. The raising and lowering of remains from standard depth is considered a disinterment.
65. During a disinterment, the Cemetery shall be closed. Only those persons required or permitted by the Act or the Township, to be in attendance at a disinterment shall be allowed entry to the Cemetery during a disinterment. The Township reserves the right for the Township to, disallow any witnessing of the disinterment if he considers, in his sole discretion, that the health or safety of any person present may be at risk.
66. Disinterment's will be completed at a day and time designated by the Township.
67. The Township will not be responsible for damage to any casket, cremation urn or container, which may occur during the course of a disinterment. Due to the length of time that a casket, cremation urn, or container has been buried and the conditions to which it has been exposed, the Township cannot guarantee that it can retrieve a casket, cremation urn or container buried in a grave. The condition of any casket, cremation urn or container may be unstable, in which case a new container may be required. Any such new container that may be required at the time of disinterment shall be purchased at the expense of the party authorizing the disinterment.
68. A disinterment shall only be undertaken by the Township when the remains are in a vault.
69. Transportation of the deceased out of the Cemetery is the responsibility of the party authorizing the disinterment, including all costs associated therein. All required documentation, including a copy of the burial permit or copy of the certificate of cremation, will be provided to the authorized person on the day of the disinterment or receipt of the cremated remains.

PART IX - MEMORIALIZATION

70. The Interment Rights Holder or his legal representative or his duly authorized agent but no other person may give direction to erect or alter a Monument, Marker or Cornerstone on a Plot or Lot and such person shall be responsible for the same and for observance of and compliance with all the provisions of this By-law.
71. Prior to any Monument, Marker or Cornerstone being erected, installed or placed in the Cemetery, a Purchaser or Interment Rights Holder must enter into a contract for Cemetery services in a form provided by the Township and provide such information as may be required by the Township for the completion of the contract.
72. Any person wishing to install a Monument, Marker or Cornerstone in a Cemetery shall pay to the Township the amount prescribed by the Act to be deposited in trust to the Care and Maintenance Fund.

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73. No more than one (1) Monument may be erected on any Lot. No more than one (1) Marker may be placed on any Lot.
74. The character, size and location of any Monument, Marker or Cornerstone shall be regulated by the provisions of this By-law.
75. All prescribed foundation work with respect to the placement of Monuments, Markers or corner posts shall be carried out by the Township and the associated charges for same invoiced to the Interment Rights Holder or his authorized representative according to the most recent Tariff of Fees and Charges.
76. No Memorialization, Marker or Cornerstone shall be permitted to be erected, installed or placed on a Lot in respect of which any fees or charges are due to the Township and remain unpaid.
77. No Memorialization, Marker or Cornerstone may be erected and no design, marking, embossing or inscription may be made or placed thereon or affixed thereto which is or may be in any way detrimental or injurious to the purposes, dignity or sanctity of the Cemetery.
78. No person shall perform any work to inscribe, embellish, repair or perform any other work on a Monument, Marker or Cornerstone without the prior written authorization of the Township. Such work will be authorized upon receipt of a request, in writing, from the Interment Rights Holder or legally authorized personal representative, in which the work proposed is described, subject to the regulations of this By-law.
79. No Monument, Marker or Cornerstone may be erected, placed, altered, repaired or relocated which is or will be in whole or in part composed of wood, metal, marble veneer or other veneer, brick or cement facing or exterior material or substance other than solid granite. No Monument, Marker or Cornerstone which is defective, cracked or otherwise in a dangerous or unsuitable condition or faulty in any way, may be erected or relocated in any part of the cemetery.
80. No Monument or Marker may be erected or placed on any Plot or Lot unless the foundation has first been installed by the Township, at the expense of the purchaser. All persons bringing a Monument or Marker or other structure into a cemetery must first obtain written permission from the Township, to place the monument or marker and before such permission is granted, the Monument, Marker or other structure, must conform to all the rules and regulations contained in this cemetery by-law.
81. No foundations may be constructed after November 15th in any year and before # May 1st in the following year, unless otherwise approved by the Township. A foundation for a Monument shall be constructed of concrete and shall be a minimum of four feet in depth and two inches larger than the length and width of the base of the monument.

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82. Not more than four (4) Cornerstones may be set to mark the corners of any Plot or Lot and same shall be a maximum of 25 square inches in size and shall have a flat surface and be set level with the ground. All cornerstones shall be located, set and maintained by the Township at the expense of the Interment Rights Holder or their legally authorized representative.
83. Monuments shall be placed at the Centre of the head end of a Plot or Lot except where alignment with existing, nearby Monuments justifies another location. Approval of the location must be obtained from the Township before a Monument is set.
84. Temporary markers, as normally provided by funeral homes shall be permitted for a period of six (6) months from the date of burial.
85. In the event that a Monument, Marker or Cornerstone presents a risk to public safety because it is unstable or otherwise, the Township shall make such repairs or reset the memorial or lay it down so as to remove the risk.
86. The Township will use only reversible processes to preserve and stabilize a Monument, Marker or Cornerstone if the cost of doing so can be paid out of the income received by the Care and Maintenance Fund or out of funds from other sources. The Township may remove a Monument, Marker or Cornerstone if it cannot be preserved using income from the Care and Maintenance Fund and represents a continuing risk to public safety.
87. The Township reserves the right to remove, at his/her sole discretion, any Monument, Marker or Cornerstone which is not in keeping with the dignity and decorum of the Cemetery.
88. A foundation for a monument shall be constructed of concrete and shall be a minimum of four (4) feet in depth and two inches longer than both the width and length of the monument.
89. The maximum height of an upright marker (die stone and base stone inclusive) shall be forty-four (44) inches.
90. The maximum width of the die stone shall not exceed 60% of a single lot or 50% of a double plot.
91. No marker shall exceed the dimensions of twenty-four (24) inches by fourteen (14) inches for a single grave. All markers shall be set on a gravel base and be level with the ground.
92. Every marker shall be a minimum thickness of four (4) inches.

PART X - MAINTENANCE, IMPROVEMENT, CARE OF CEMETERY

93. The Township shall have power at all times to enter in and upon every part of the cemetery and to perform such work as may be necessary, desirable or expedient for the care, maintenance and improvements of the Cemetery without in any way rendering the Township liable for damages or otherwise.
94. No organization other than the Township may plant, maintain or remove any tree, shrub, seed or sod. The Township may permit such works by others according to his direction and satisfaction.
95. All landscaping and maintenance shall be carried out by the Township or its authorized contractors.
96. Trees, shrubs and other plants may be permitted with the approval of the Township, on either side of a Monument on Plots with 2 or more Lots. Only those trees, shrubs, and other plants as approved by the Township and in those areas designated by this By-law shall be permitted. Rose bushes are prohibited.
97. No curbing, fencing, or enclosure of any kind is permitted around the whole or any part of any Lot. Planting of borders around the perimeter of any Plot or Lot is prohibited.
98. Wreaths or other artificial arrangements not exceeding twenty (20) inches in width are permitted however such arrangements must be removed prior to April 1st of each year in order to facilitate spring maintenance works. The Township shall have the authority to remove and dispose of the same in the event the Interment Rights Holder has not done so. The Township will keep the said arrangements for 30 days from the day of removal after which time they may be disposed of.
99. All flowers shall be potted and placed in a stand of which the design has been approved by the Township. The stand is to be placed at the corner of the marker.
100. Fresh flowers and small pots may be placed on a Lot to commemorate special occasions, however, the Township assumes no responsibility for such placements and will remove these and the containers when they become unsightly.
101. No person shall place glass containers on a Lot.
102. Flower beds will be permitted in front of the base of Monuments only. Such flower beds shall not exceed the width of the base of the Monument and shall not extend beyond twelve (12) inches from the base of the Monument and shall not encroach onto any other Lot. Bricks, stone and marble chips are not permitted in any flower bed. Maintenance of all such flower beds shall be the responsibility of the Interment Rights Holder.

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103. Should any plant material become unsightly, neglected, overgrow a Monument or infringe on an adjacent Lot, the plant material may be removed by the Township at the expense of the Interment Rights Holder, who will be notified in writing of such removal, if possible.
104. The Township reserves the right to regulate articles placed in the Cemetery that pose a threat to the safety of all Interment Rights Holders, visitors to the Cemetery and Cemetery employees, that prevent the Township from performing general Cemetery operations; or are not in keeping with the sanctity, dignity and decorum of the Cemetery. Prohibited articles may be removed and disposed of without notification. Prohibited articles include, but are not limited to; glass containers, weathered artificial flowers, shepherd's hooks, metal stakes, plastic and glass solar lamps, ceramic items, loose stones and such other objects as may cause a hazard at the discretion of the Township.
105. The Township shall maintain the grounds of the Cemetery, including all Lots, structures, Monuments and Markers to ensure the safety of the public and to preserve the dignity of the Cemetery. The Township, or its authorized contractors, shall keep all Lots graded, sodded and mowed and shall keep cultivated and trimmed all trees, shrubs, flowering or other plants of the Cemetery that are planted by the Township in accordance with the provisions of this By-law.
106. The Township reserves the right to remove any plant material to facilitate a Burial within a Lot. In such cases, the Township may make reasonable efforts to preserve and reinstall the plant material, but does not assume any responsibility or liability in this regard.
107. All landscaping and maintenance of the Cemetery shall be performed by the Township or its authorized contractors. No person shall perform any landscaping or maintenance work within the Cemetery without the written authorization of the Township. Without limiting the generality of the foregoing, no person shall make any walk, cut any sod, change the grade of any Lot, or change or tamper in any way with the landscaping or fixtures of the Cemetery without the written authorization of the Director of Public Works. Any restoration work required in connection with any such change or tampering shall be at the expense of the person responsible.

PART XI - GENERAL REGULATIONS

108. Any contractor performing any work in a Cemetery must comply with all applicable, current legislation including, without limitation, the Workplace Safety and Insurance Act, 1997, R. S.O. 1997, c.16, as amended, the Occupational Health and Safety Act, R.S.O. 1990, c.0.1, as amended, the Environmental Protection Act, R.S.O. 1990, c.E.19, as amended, and maintain general liability insurance to the satisfaction of the Township. Such contractor shall provide written proof of such compliance and coverage at the request of the Township and prior to commencing any work within a Cemetery. Should a contractor not be able to provide written

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proof of coverage, the said contractor shall be prohibited from completing any work within the Cemetery until written proof of coverage has been provided to the Township.

109. This By-law and all Cemetery rules and regulations shall apply to all contractors and all work carried out by contractors within a Cemetery.
110. Contractors will conduct their operations to prevent damage to any grounds, turf, shrubs, trees, flowerbeds, monuments, markers, vases, or any other articles or natural feature in the Cemetery. Any damage caused by contractors shall be rectified by the Township at the expense of the contractor.
111. Contractors shall temporarily cease all operations if they are working within 30 metres of a funeral until the conclusion of the service. The Township may also require a contractor to temporarily cease operations if the noise of the work being performed by the contractor is deemed to be a disturbance to any funeral or other public gathering within a cemetery.
112. Contractors working within a Cemetery must remove all implements, equipment and rubbish from the Cemetery at the conclusion of the work or at the end of each work day. All work sites must be secured when left unattended.
113. Any persons not employed by the Township responsible for damage to any lot, grave, monument or other structure, landscaping or property in the Cemetery shall be held personally liable.
114. When storing or handling of materials or supplies from contractors or Funeral Directors at their request, the Township assumes no liability for damages sustained to same either by fire, accident or otherwise.
115. The Township shall not be responsible for loss or damage to any vehicle or its contents brought into any Cemetery or any articles left upon any Lot in a Cemetery.

PART XII - GENERAL PROHIBITIONS

116. ¹ No person shall operate a motor vehicle at a speed in excess of 15 kilometres per hour in any part of any Cemetery. The owner and operator of any vehicle shall be held responsible for any damage sustained to the Cemetery grounds or structures therein caused by operation of such vehicle.
117. No person shall operate a bicycle, snowmobile, motorcycle or other like vehicle within a Cemetery.
118. No person shall bring or leave any chair, bench, trellis, arch, or other similar article upon any part of a Cemetery.

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119. No person shall picnic in a Cemetery.
120. No person shall pick flowers, wild or cultivated, within any part of a Cemetery.
121. Dogs on leashes are only permitted in the cemetery on roadways and walkways. All owners shall respect the sanctity of the cemetery grounds, keep their dogs off grassed areas and clean up after their dog.
122. No person shall enter into or remain within a Cemetery before 8:00 in the forenoon or after sundown, except Police Officers and employees of the Township.
123. No person shall participate in the playing of any game in any part of a Cemetery or loiter anywhere on Cemetery property.
124. No person shall make cause or permit an unusual noise or cause or permit a noise likely to disturb persons lawfully on cemetery property or inhabitants residing adjacent to the Cemetery.

PART XIII - OFFENCES

125. Every person who contravenes any provision of this By-law is guilty of an offence and upon conviction, is liable to a fine as provided for in the Provincial Offences Act, R.S.O. 1990, c.P.33, as amended.

PART XIV - INTERPRETATION

126. For the purposes of this By-law, unless the context requires otherwise:
 - a) Words imparting the singular number shall include the plural and words imparting the masculine gender shall include the feminine and vice versa; and
 - b) Where a form of words or expression are prescribed by this By-law, deviations therefrom not affecting the substance or calculated to mislead, do not vitiate them.
127. Should any section, subsection, clause, paragraph or provision of this By-law be declared by an authority of competent jurisdiction to be invalid, the same shall not affect the validity of this By-law as a whole or any part thereof, other than the provision so declared to be invalid.
128. This By-law shall come into force and effect upon approval by the Registrar pursuant to the Act.
129. By-law 2013-76 shall be repealed upon the coming into force of this By-law.

**READ A FIRST, SECOND AND THIRD
TIME AND FINALLY PASSED THIS
10th DAY OF JUNE, 2024.**

MAYOR CHERYL GANANN

JUSTIN PAYLOVE, CLERK

THE CORPORATION OF THE TOWNSHIP OF WEST LINCOLN

BY-LAW NO. 2024-41

**A BY-LAW TO ADOPT, CONFIRM AND RATIFY
MATTERS DEALT WITH BY COUNCIL RESOLUTION.**

WHEREAS the Municipal Act 2001, S.O. 2001, Chapter 25, as amended, Section 5(1), provides that the powers of a municipal corporation shall be exercised by its Council;

AND WHEREAS the Municipal Act 2001, S.O. 2001, Chapter 25, as amended, Section 5(3) provides that a municipal power, including a municipality's capacity, rights, powers and privileges, shall be exercised by By-Law unless the municipality is specifically authorized to do otherwise;

AND WHEREAS Section 11(2) of the said Act provides that a lower tier municipality may pass By-Laws respecting matters within the spheres of jurisdiction as set out in the said Act;

AND WHEREAS in many cases, action which is taken or authorized to be taken by Council does not lend itself to the passage of an individual By-Law.

**NOW THEREFORE, THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP
OF WEST LINCOLN ENACTS AS FOLLOWS:**

1. That, the actions of the Council at its special meeting of June 10, 2024 in respect of which recommendations contained in the reports of the committees considered at each meeting and in respect of each motion, resolution and other action taken by the Council at its meeting are, except where the prior approval of the Ontario Land Tribunal or other authority is required by law, hereby adopted, ratified and confirmed as if all such proceedings were expressly embodied in this By-Law.
2. That, where no individual By-Law has been or is passed with respect to the taking of any action authorized in or by the above mentioned minutes or with respect to the exercise of any powers by the Council in the above mentioned minutes, then this By-Law shall be deemed for all purposes to be the By-Law required for approving and authorizing and taking of any action authorized therein or thereby, or required for the exercise of any powers therein by the Council.
3. That, the Mayor and the proper officers of the Corporation of the Township of West Lincoln are hereby authorized and directed to do all things necessary to give effect to the said action of the Council or to obtain approvals where required and, except where otherwise provided, the Mayor, Clerk, and/or the Administrator are hereby directed to execute all documents necessary on behalf of the Corporation of the Township of West Lincoln and to affix thereto the corporate seal of the Corporation of the Township of West Lincoln.
4. That, this By-Law shall come into force and take effect on the date of its final passing.

**READ A FIRST, SECOND AND THIRD
TIME AND FINALLY PASSED
THIS 10th DAY OF JUNE, 2024.**

MAYOR CHERYL GANANN

JUSTIN PAYLOVE, CLERK