

**THE CORPORATION OF THE CITY OF ELLIOT LAKE**

***B*Y-LAW NO. 16-55**

Being a by-law to enact rules for the maintenance, management, regulation and control of Woodlands Cemetery and to repeal By-law No. 95-54, as amended.

**WHEREAS** The Corporation of the City of Elliot Lake owns, operates and maintains Woodlands Cemetery in the City of Elliot Lake;

**AND WHEREAS** the Funeral, Burial and Creamtion Services Act, 2002, the “Act” provides for an owner of a cemetery to make by-laws affecting the operation of the cemetery;

**NOW THEREFORE** the Council of The Corporation of the City of Elliot Lake **ENACTS AS FOLLOWS:**

- 1. THAT** the Council of The Corporation of the City of Elliot Lake adopts the attached regulations for the governing of municipally owned Woodlands Cemetery;
- 2. THAT** the said regulations come into force and effect on July 27, 2016, the date approval was received from the Registrar under the Act; and
- 3. THAT** the By-law No. 95-54 and all amending By-laws are hereby repealed.

**PASSED** this 22<sup>nd</sup> day of August, 2016.

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**MAYOR**

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**CITY CLERK**



**City of Elliot Lake By-law No. 16-55**

**City of Elliot Lake**  
**Woodlands Cemetery By-law**

Being a by-law to enact rules for  
the maintenance, management, regulation  
and control of Woodlands Cemetery

**PREFACE**

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## 1. **DEFINITIONS:**

The definitions contained in the Funeral, Burial and Cremation Services Act, 2002 and Ontario Regulation 30/11, shall apply to this by-law with necessary modifications and where the context provides, otherwise:

- 1.01 **APPROVED CONTAINER:** means a container made of bronze or durable plastic, having a maximum diameter of 14 inches, maximum height of 12 inches, maximum height of 30 inches with contents, maximum volume of one gallon, located on a marker or where there is no marker, at the head of the grave and may be suspended on wrought iron hangers having a maximum height of 48 inches above ground level and includes a built-in storable headstone vase.
- 1.02 **BURIAL:** means the the process of opening and closing or interment in the Cemetery of human remains or cremains;
- 1.03 **BURIAL ORDER:** means the form to be completed prior to the burial that provides necessary information required under the Act for record-keeping purposes;
- 1.04 **BURIAL PERMIT:** means a permit for the burial or other disposition of a body issued pursuant to the Vital Statistics Act;
- 1.05 **CARE AND MAINTENANCE FUND:** means the Fund in which moneys received by the Corporation for care and maintenance has been invested;
- 1.06 **CEMETERY:** means those lands known as Woodlands Cemetery, located at 5 Ottawa Avenue;
- 1.07 **CITY CLERK:** means the Municipal Clerk of the Corporation;
- 1.08 **CONTRACT:** means the signed agreement between the Cemetery owner and the purchaser of interment rights detailing obligations of both parties and acceptance of the cemetery by-laws.
- 1.09 **CORNER STONES:** means any marker set flush with the surface of the ground and used to mark the location of a plot or lot;
- 1.10 **CORPORATION:** means The Corporation of the City of Elliot Lake;
- 1.11 **COUNCIL:** means the Municipal Council of the Corporation;
- 1.12 **DECORATION:** means 1 or 2 approved containers (for example – potted flowering plant), maximum diameter 14 inches maximum height 30 inches (with

contents), maximum volume 1 gallon which may be suspended by a wrought iron hanger having a maximum height of 48 inches above ground level; OR  
 1 solar light maximum diameter 12 inches and / or container, maximum diameter 12 inches, which may be suspended by a wrought iron hanger having a maximum height of 48 inches above ground level; OR  
 1 permitted decoration, such as a floral arrangement, that does not interfere with the maintenance of the Cemetery; OR  
 1 built-in storable headstone vase and 1 ornamental flowering or evergreen shrub, maximum height 36 inches, maximum diameter 30 inches.

- 1.13 INTERMENT RIGHTS: means the right of an Interment Rights Holder to authorize the interment of human remains or cremains in the lot or niche identified in an Interment Rights Certificate issued to the Interment Rights Holder, all in accordance with the by-law;
- 1.14 INTERMENT RIGHTS CERTIFICATE: means the document issued by the Corporation to the purchaser once the Interment Rights have been paid in full, identifying ownership of the Interment Rights;
- 1.15 INTERMENT RIGHTS HOLDER: means a person designated to hold the right to inter human remains in a specified lot or niche;
- 1.16 LOT: means a single grave space;
- 1.17 NICHE: means a sealed compartment in a columbarium designed for the interment of up to two human cremains;
- 1.18 MARKER PERMIT: means the form to be completed, authorizing the installation of a marker and issued by the City Clerk;
- 1.19 PLAN: means the plan of the cemetery which shows the configuration of the cemetery and areas within that have been designated as regular, cremation, child lots, or niche columbaria, as the case may be;
- 1.20 PRICE LIST: means the tariff of charges for the purchase of rights and services as set out by the Corporation;
- 1.21 REGISTER: means electronic, or written records, kept in accordance with the Act;
- 1.22 SUPERINTENDENT: means the Superintendent of the Cemetery as appointed by Council from time to time and in the absence of such appointment shall mean the City Clerk;
- 1.23 TREASURER: means the Treasurer of the Corporation;

## **2. ADMINISTRATION**

2.01 The Corporation of the City of Elliot Lake reserves full and complete control and management of the land, buildings, plantings, roads, utilities, books and records of the cemetery and assigns to the City Clerk authority to:

- ii) make all decisions required under this By-law;
- iii) perform all administrative functions identified herein and those incidental to and necessary for the due administration of this By-law;
- iii) establish and amend from time to time, such forms and other documents, and such protocols and procedures as may be required to implement and administer this By-law.

## **3. CITY CLERK**

3.01 The City Clerk shall administer Woodlands Cemetery in compliance with the Act and this By-law and without limiting the generality of the foregoing, shall:

- i) attend to the regular and proper maintenance of the cemetery;
- ii) address concerns and complaints about the operation and maintenance of the Cemetery raised by members of the public;
- iii) carry out any duties assigned under the Act, including the keeping of a Public Register, collecting and maintaining funds for the Care and Maintenance Fund and issuing Interment Rights Certificates;
- iv) provide each Interment Rights Holder, at the time of sale, a copy of the terms and conditions of sale, "the contract" and to execute the contract on behalf of the Corporation from time to time;
- v) provide for public inspection, at the Municipal Office during regular office hours, a current plan of the cemetery.

## **4. PURCHASE, SALE AND TRANSFER OF INTERMENT RIGHTS**

4.01 Interment Rights may be purchased by entering into an agreement with the Corporation in the form of a contract signed by the parties to the agreement, detailing obligations of both parties and acceptance of the cemetery by-laws.

4.02 Interment Rights may be purchased at the Office of the City Clerk at the rates listed in the Cemetery's Price List. At the time of sale, each Rights Holder will be provided

with a copy of the Contract and a Copy of the Cemetery By-law. The Certificate of Interment Rights will be mailed to the Rights Holder.

- 4.03 The Corporation allows Interment Rights Holders to sell or transfer their Interment Rights to a third party, at no more than the current price listed on the Cemetery's Price List. No sale or transfer of Interment Rights shall be binding upon the Corporation until notice is given in writing to the Corporation in the form entitled "Transfer of Interment Rights". The Corporation shall, upon receipt of such notice, the return of the original Interment Rights Certificate, and payment of the associated transfer fee, issue a new Interment Rights Certificate to the third party purchaser.
- 4.04 The Corporation does not prohibit the resale of unexercised Interment Rights to a third party and therefore is not obligated to repurchase Interment Rights, however if the Corporation so desires to repurchase the Interment Rights, the Corporation may repurchase the interment rights for the original amount paid by the purchaser less any amount set aside for the Care and Maintenance Fund as set on the "Release of Interment Rights" form provided by the Cemetery Owner, so long as the seller acknowledges in writing being aware of the cemetery's Price List amounts for Interment Rights.
- 4.05 Any person whose Interment Rights have been resold after being declared abandoned, may apply to the Corporation for redress. Upon receiving an application for redress, the Corporation shall provide comparable interment rights in that cemetery or refund the amount that it would cost to purchase equivalent Interment Rights in the cemetery or if no Interment Rights are available in the cemetery, in the closest cemetery appropriate to the religious or ethnic affinities of the person whose Interment Rights have been resold.
- 4.06 Where the Purchaser has purchased pre-need cemetery supplies and services, the purchaser has the right to cancel this purchase and receive a full refund within 30 days of purchase upon giving a written notice of cancellation to the City Clerk. If the interment rights have already been exercised or if services have been provided, a refund will not be provided.
- 4.07 The Purchaser may cancel undelivered pre-need supplies and services after 30 days of purchase upon giving written notice of cancellation to the City Clerk and upon payment of the service fee and shall receive a refund amounting to the monies received, less the amount paid into the care and maintenance fund. However if interment rights have already been exercised, a refund will not be provided.

## 5. INTERMENTS AND DISINTERMENTS

**Office Hours: Monday – Friday, 8:30 am to 4:30 pm**  
**City Hall, 45 Hillside Drive North, Elliot Lake, ON P5A 1X5**  
**Burial Hours: 9:00 am to 2:30 pm Monday to Saturday (except statutory holidays) Overtime charges apply to Saturday burials**

- 5.01 All interments must be authorized, in writing, by the interment rights holder or the legal representative. In cases of transmission of ownership by will or bequest of Interment Rights, the Corporation reserves the right to require the production of a notarial copy of the will or other evidence sufficient to prove ownership. When Interment Rights are held jointly by two or more persons, an order will be accepted from either or any of them or their authorized representatives, for interment in such part of the lot/niche as may be requested.
- 5.02 Persons ordering lots shall be held responsible for charges incurred;
- 5.03 The Corporation will not be held responsible for having lots prepared for funerals unless notice is given to the City Clerk at least twenty-four (24) hours in advance, 8 hours of which must be regular working hours;
- 5.04 No funeral or interment shall be allowed except between the hours of 9 AM and 2:30 PM and for the purpose of clarity all funeral interment services shall be concluded by the hour of three o'clock in the afternoon, except under unusual circumstances whereby special permission may be granted by the City Clerk upon payment of any additional labour charges.
- 5.05 No interment shall be made on Sunday or a statutory holiday except on direction of a medical certificate that burial must be made within twenty-four (24) hours of death in accordance with the regulations of the Ontario Ministry of Health for the control of communicable diseases;
- 5.06 An employee of the Corporation shall be in attendance at each interment;
- 5.07 No lot shall be opened for interment or disinterment by any person or agent not in the employ of the Corporation;
- 5.08 Only human remains in a casket may be interred in a lot;
- 5.09 Only human cremains which are in an urn may be interred in a lot or niche;
- 5.10 A burial permit issued by the Division Registrar, showing that the death has been registered, must be deposited with the Superintendent of the Cemetery or the Corporation's Office, before the interment. The fee for the opening of the lot, in accordance with the fee in the Price List, must be deposited with an official of the Corporation before interment can take place.



- 5.11 In the case of a cremated remains interment, the Certificate of Cremation and the prescribed fee for this service according to the Price List must be deposited with an official of the Corporation. The urn shall not be any larger than 24" X 12" for inground grave interment and no larger than 10"X10½"X8" for the Mortuary, Millennium, Granite and Harmony niche walls; no larger than 11½"X11½"X 7½" for the Odyssey; no larger than 13½"X11½"X8" for the Perennial curved; and no larger than 13½"X 11½"X9¼" for the Perennial Tower niches.
- 5.12 The interment fee includes the opening and closing of the lot or niche and this service shall only be paid for at the time that the service is needed.
- 5.13 No equipment other than that provided or approved by the Corporation shall be used in the cemetery.
- 5.14 i) No disinterment shall be made without the written consent of the local medical officer of health and the owner of the lot, except on an order from the court or as provided in the regulations of the Act. In the case of cremated remains, the written consent of the medical officer of health is not required.
- ii) Only cemetery staff, law enforcement officers, and representatives from the Ministry of Health may be present at the disinterment.
- 5.15 Funeral corteges within the cemetery shall follow the route indicated by the Superintendent.
- 5.16 No interment shall be permitted in any lot against which outstanding cemetery charges are due and unpaid.
- 5.17 Winter interments shall be permitted only in the prepared "winterized areas" of the cemetery. Winterized areas will be prepared in Section E, Regular lots; Section C, Cremation Lots; and Section B, Children's area. A winter charges premium is applied according to the tariff of charges currently in effect.
- i) Rightsholders who purchased lots prior to January 23, 2006 shall have the option of a winter interment in the reserved lot subject to the winter charges currently in effect, plus any additional labour charges;
- ii) Notwithstanding the foregoing, no burials shall take place once the ground has reached a frost level making it too difficult for the opening of graves, as determined by the Corporation, from year to year. In this case, bodies shall be placed in the mortuary for spring interment.
- 5.18 Mortuary storage for spring burials is provided at no charge for burials in Woodlands Cemetery. Mortuary storage for burials that will occur in another cemetery are subject to the applicable fee as detailed on the Cemetery Price List.

- 5.19 The Corporation reserves the right to determine if the weather conditions are adverse enough to prevent a burial.
- 5.20 Cremated remains may be interred in designated cremation lots or niche to a maximum of two (2) cremations per niche and four (4) cremations per cremation lot.
- 5.21 A maximum of four (4) cremations and the remains of one individual in a casket may be interred within a standard Adult lot subject to Section 9 hereof and provided they are members of the same family and provided written permission by the Rights Holder is filed with the City Clerk.
- 5.22 The remains of one child of 6 years or less at the time of his or her death and the cremains of one or both parents of the already buried child may be interred in a lot in the section of the Cemetery designated on the Plan as the Child section.
- 5.23 Local funeral directors shall be permitted to purchase a cremation lot for the purpose of interring up to four unclaimed cremains with the exception that the interred do not have to be members of the same family and that a marker will not be permitted on the lot.
- 5.24 Each lot is the respective size indicated on the Price List.
- 5.25 The Corporation will exercise all due care during burials and interments, but is not responsible for damage to any casket, urn or other container sustained during disinterment.

**6. CARE OF LOTS - GENERAL**

- 6.01 The installation or placement of memorial decorations of any description or the physical alteration of a lot shall be prohibited unless in compliance with this by-law.
- 6.02 No person shall do any work upon or alter a lot without the permission of the Superintendent.
- 6.03 Persons found in default of paragraph 6.01 by the Superintendent shall be held responsible for the cost of any corrective action taken as well as the associated administrative costs.
- 6.04 No person shall cultivate any trees, shrubs, flowering or other plants on any lot unless in compliance with this by-law.

- 6.05 Nails, wires, wooden crosses, articles of glass or pottery or any other material that may create a hazard to workmen or to visitors shall not be allowed in the cemetery at any time.
- 6.06 Borders, fences, hedges, railings, walls, chip stone, interlocking brick, cut-stone coping, structures of wood and other perishable materials, in or around lots, are prohibited.
- 6.07 All rubbish shall be placed in receptacles provided for that purpose.
- 6.08 The Superintendent shall remove any implements or materials used in doing any work within the cemetery without delay.
- 6.09 The Corporation shall at no time be held responsible for loss or damage to approved containers, memorial decorations, or shrubs.

## **7. CARE OF LOTS – MEMORIAL DECORATIONS**

- 7.01 All non-glass memorial decorations such as artificial wreaths or cut flowers are permitted for a period of 30 days after the interment.
- 7.02 The following shall be permitted on each lot:
- One approved container; or
  - One permitted memorial decoration that does not interfere with the care and maintenance of the Cemetery; or
  - One built-in storable headstone vase and notwithstanding paragraph 6.04 and the time period mentioned above, one ornamental flowering or evergreen shrub not exceeding thirty-six (36) inches in height or sixteen (16) inches in diameter, located adjacent to the headstone and wholly within the limits of the lot.
- 7.03 Subject to paragraph 7.02, artificial flowers, flowers and plants, in approved containers, are permitted provided that they comply with the requirements of this by-law and are properly maintained and do not interfere with the general maintenance of the cemetery.
- 7.04 The Corporation reserves the right to remove all flowers, shrubs, potted plants, wreaths and baskets of flowers or any other memorial decoration when they become withered or considered abandoned or for any other reason the Superintendent deems such removals to be in the best interest of the Cemetery.
- 7.05 Any article which is detrimental to the efficient maintenance of the cemetery or constitutes a hazard to machinery, employees or visitors, or is unsightly or does not conform with the natural beauty or design of the cemetery, may be removed by the Corporation.

- 7.06 If any shrubs situated in any lot shall have become by means of their roots or branches or in any other way, detrimental to the adjacent lots, drains, roads or walkways, or prejudicial to the general appearance of the grounds or inconvenient to the public, the Corporation may remove such shrubs or bushes or parts thereof. Every attempt will be made to notify the Interment Rights Holder of such removal.

## 8. **MARKERS**

- 8.01 No marker or other structure shall be delivered to the Cemetery, erected or permitted on a lot, until all fees and service charges have been paid in full and a marker permit in the form provided by the Cemetery Owner has been issued by the City Clerk;
- 8.02 The installation of markers, foundations etc. shall be the responsibility of the interment rights holder;
- 8.03 All markers shall be made of good quality bronze, granite or marble;
- 8.04 No marker of any kind shall be moved, altered or removed without the permission of the Superintendent.
- 8.05 If it is determined by the Corporation that any marker or other structure, or any inscription is offensive or improper, the Superintendent may enter the lot and remove the improper or offensive object(s), if the interment rights holder has failed to do so after due notice of one week has been given.
- 8.06 Only one marker may be placed on a cremation lot and it shall be placed parallel to and in the center of the top lot line or as approved by the Superintendent. For an adult lot, one marker may be placed parallel to and in the center of the top lot line plus one additional marker may be placed at the foot of the lot, being the end furthest from the existing marker.

## 9. **FLAT MARKERS**

- 9.01 No markers shall be permitted in the cemetery other than flat markers placed level with the ground.
- 9.02 All corner stones shall have a uniform thickness of 10.2 cm (4") minimum to 20.4 cm (8") maximum, be 15.24 cm (6") square in size.
- 9.03 The dimensions of flat markers shall conform to the following:

### **Maximum Flat Marker Width x Length**

Single Adult Lot	91.5 cm x 61.0 cm	36" x 24"
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Double Adult Lot	182.9 cm x 61.0 cm	72" x 24"
Three Adult Lots or more	198.1 cm x 61.0 cm	78" x 24"
Infant Lot	40.7 cm x 30.5 cm	16" x 12" or 17"X10"
Cremation Lot	61.0 cm x 30.5 cm	24" x 12"
Additional Marker on Adult Lot	61.0 cm x 45.5 cm	24" x 18"

- 9.04 No metal plate attachments shall be permitted unless designated to be an integral part of the marker and fabricated of a non-corrosive metal.
- 9.05 Flat markers are to be flat on top and set level with the ground so that a lawn cutting equipment can pass safely over them.
- 9.06 The minimum thickness for all flat markers including footstones less than 121.92 cm (48") in width shall be 10.2 cm (4"). The minimum thickness for all flat markers greater than 121.92 cm (48") in width shall be 15.24 cm (6").
- 9.07 The Corporation at no time will be responsible for the installation of markers or foundations for monuments. The interment rights holder must arrange through monument dealers or contractors for the installation of markers or monument foundations in accordance with the cemetery by-law.
- 9.08 Only one marker may be placed on a cremation lot and a maximum of two on an adult lot.

## 10. **MONUMENT DEALERS, CONTRACTORS AND WORKMEN**

- 10.01 All workmen, whether employed by the Corporation or others shall be subject to the direction and control of the Superintendent;
- 10.02 Contractors, masons and stone-cutters shall lay planks on the lots and paths over which heavy materials are to be moved;
- 10.03 Workmen shall cease work, if in the immediate vicinity of a funeral, until the conclusion of the service;
- 10.04 No work shall be commenced that cannot be completed, including the removal of debris, during regular cemetery hours, unless special permission from the Superintendent has been obtained;
- 10.05 Damages caused to any lot, marker or other structure shall be the full and personal responsibility of the workmen and/or his employer;
- 10.06 Prior to the commencement of any work, the contractor shall obtain the approval of the Superintendent.

- 10.07 No marker will be delivered to the cemetery before a Marker Permit has been issued.
- 10.08 No marker requiring a foundation will be delivered to the cemetery until the foundation is completed and the contractor is ready to proceed with the installation.
- 10.09 All companies who do work in the Woodlands Cemetery, shall have workman's compensation coverage for their workers as well as sufficient liability insurance.
- 10.10 No work shall be commenced on Saturday that cannot be finished, and the litter and debris removed.
- 10.11 No person shall park on the grass unless otherwise directed to do so by the Superintendent.

## 11. **ERRORS**

- 11.01 Subject to subsection 11.03, the City shall at its expense, correct any error in so far as is possible to do so in the circumstances, in the event that the Superintendent through inadvertence:
  - a) authorizes an interment in a lot or niche other than the lot or niche in which the interment should have occurred;
  - b) permits an interment in a situation in which there is a dispute as to whether the person who gave consent to the interment was legally authorized to do so;
  - c) makes an error in recording the public Register, the description of the lot or niche in which the interment Rights are sold;
  - d) sells Interment Rights in a lot or niche to more than one person;
  - e) makes an error in the information recorded on a plaque;
  - f) makes any other similar error.
- 11.02 In the event that the Superintendent determines it is appropriate to correct an error of a type described subsection 11.01 a), c) or d), he or she shall either substitute the Interment Rights in another lot or niche, as the case may be, which are of equal value and in a similar location or shall refund the fee paid to acquire the Interment Rights and there shall be no other remedy or recourse against the City.
- 11.03 In the event that the Superintendent determines it is necessary to disinter and re-inter any remains in order to correct an error of the type described in subsection 11.01 a) he or she shall first obtain the approval of any regulatory authority and shall use reasonable efforts to secure the consent of the Interment Rights Holder at the address in the Public Register.
- 11.04 Despite anything else provided in this By-law, the City shall not be held responsible if the intructions were given over the telephone or improper or inadequate instructions were given to the City, determined in the sole discretion of the Superintendent.

**12. VISITORS**

- 12.01 Visiting hours shall be from eight o'clock in the forenoon until sundown.
- 12.02 Children under the age of twelve years shall be under the direct control of an adult who shall be responsible for their conduct.
- 12.03 No animal shall be permitted in the cemetery grounds.
- 12.04 No bicycles, recreational motorcycles, all terrain vehicles or motorized snow vehicles shall be permitted in the cemetery.
- 12.05 No vehicle shall be driven at a greater speed than 16 kilometres per hour and only upon the roadways provided for vehicles.
- 12.06 No alcoholic beverages or picnics shall be permitted in the cemetery grounds.
- 12.07 All complaints shall be lodged with the Superintendent.
- 12.08 No parades other than funeral processions shall be admitted to or organized within the cemetery unless approved by the Superintendent.
- 12.09 No person shall play at any game or sport in the cemetery.
- 12.10 No person shall give any reward, tip or gratuity for personal services or attention to any officer or employee of the City.
- 12.11 Any person who disturbs the quiet and good order of the Cemetery by noise or improper conduct shall be expelled from the Cemetery by the Superintendent or his designate.
- 12.12 Any person who, while in the cemetery, damages or moves any tree, plant, marker, fence, structure or any other object usually erected, planted or placed in a cemetery, is liable to the Corporation and any Interment Rights Holder who, as a result, incurs damage. The amount of damages shall be the amount required to restore the cemetery to the state that it was in before anything was damaged or moved by the person liable.

**13. MORTUARY REGULATIONS**

- 13.01 No person shall use the mortuary or place a body in the mortuary without the permission of the City Clerk.
- 13.02 A body may be stored in the Mortuary for the purpose of burial in another cemetery upon payment of the applicable fees identified on the Price List.
- 13.03 All bodies temporarily placed in the mortuary must be removed as soon as possible.
- 13.04 The City Clerk or his designate may remove a body deposited in the vault and inter it in a single grave at any time after the expiration of the time for which payment has

been made, or at any time should the condition of the body render its interment necessary or expedient.

- 13.05 No body may be stored in the mortuary during the period of May 16<sup>th</sup> to November 1<sup>st</sup> unless it is enclosed in an airtight metallic casket or hermetically sealed zinc-lined box.
- 13.06 No body shall be stored in the mortuary unless it is embalmed and enclosed in an impermeable shroud.
- 13.07 The bodies of persons dying from contagious diseases must be interred and shall not be stored in the mortuary.
- 13.08 The Superintendent reserves the right to determine if the weather conditions are adverse enough to prevent a burial.
- 14.** The Corporation disclaims all responsibility for loss or damage from causes beyond their control and especially from damage caused by the elements, acts of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, accidents, invasion, insurrections, riots, or order of any military or civil authority, whether damage be direct or collateral.
- 15.** The Corporation shall take reasonable precautions to protect the property of interment rights holders but shall not assume any liability or responsibility for any loss, damage, or any resulting injury therefrom.
- 16. PENALTY**
- 16.01 Every person who contravenes any of the provisions of this By-law and any director officer of a corporation who concurs in such contravention is guilty of an offence and on conviction is liable to a fine as provided for in the *Provincial Offences Act*.
- 16.02 The levying and payment of any fine as provided for under the *Provincial Offences Act* shall not relieve a person from the necessity of paying any costs or charges for which such person is liable under this By-law.