

TOWN OF WATSON LAKE

BYLAW #2023-06

A BYLAW TO PROVIDE FOR THE REGULATION AND OPERATION OF THE TOWN OF WATSON LAKE CEMETERY

WHEREAS Section 265 of the Municipal Act (2002) provides that Council may pass bylaws for municipal purposes, subject to the Cemeteries and Burial Sites Act (2002), respecting cemeteries, and

AND WHEREAS Section 265 of the Municipal Act (2002) provides that without restricting section 265, Council may bylaw, regulate, control or prohibit and provide for a system of licenses, inspections, permits or approvals, and

AND WHEREAS the Cemeteries and Burial Sites Act (2002) provides for the regulation and restriction of use of lands identified as a Cemetery,

NOW THEREFORE the Council of the Town of Watson Lake, in open meeting assembled hereby enacts as follows:

1. TITLE

This Bylaw may be cited as the "Cemetery Bylaw."

2. ACKNOWLEDGEMENT

The Town of Watson Lake respectfully acknowledges that this Cemetery Bylaw has been adopted on the lands that have been inhabited by the Kaska Dena people since time immemorial, in particular, the ancestral and traditional lands of the Liard First Nation.

The Town of Watson Lake recognizes the ongoing consequences of settler colonialism, and the responsibilities they have to correct injustices imposed on Indigenous peoples, culture and lands.

The Town of Watson Lake is committed to seek opportunities to partner and support Indigenous communities and peoples.

3. DEFINITIONS

In this Bylaw terms defined in the "Yukon Cemeteries and Burial Sites Act RSY 2002" and all regulations made thereto, as amended, revised, consolidated or replaced from time to time shall have the meaning ascribed to them unless expressly defined otherwise in this Bylaw.

In this Bylaw, unless the context otherwise requires, the following terms shall have the meanings indicated:

"Burial Permit" means a legal document issued pursuant to the "Yukon Vital Statistics Act."

"Bylaw" means the Town of Watson Lake "Cemetery Bylaw 2023-06" and any Schedules appended thereto as amended, revised, consolidated, or replaced from time to time.

"Casket" means a Casket or any alternative form of container approved for Interment in the Cemetery that is used to contain, transport and inter Human Remains.

"Cemetery" means the Watson Lake Cemetery, or any other land owned by the Town and set apart or used, now or at a future date, as a place of Interment of Human Remains or Cremated Remains.

"Cemetery Act" means "Yukon Cemeteries and Burial Sites Act RSY 2002" as amended or repealed from time to time and all regulations made thereunder.

"Clerk" means the Clerk of the Town of Watson Lake or their designate.

"Council" means the duly elected Council of the Town of Watson Lake.

"Cremated Remains" means the remnants of the human body that remain following the cremation process. Common usage: cremains, ashes.

"Disinterment" means the removal of Human Remains or Cremated Remains from a Grave in which the remains are interred.

"Fee" means a Fee prescribed in the Town's Fees and Charges Bylaw.

"Funeral Director" means the individual or company authorized to take charge of a dead body for the purpose of burial, cremation or other disposition. The Funeral Director undertakes the making of funeral arrangements for the Interment of a deceased person.

"Grave Liner" means a receptacle, wooden rough box or liner constructed of a durable material, that may or may not have a bottom, into which a Casket holding Human Remains or an Urn holding Cremated Remains is placed.

"Holiday" means any day or part of a day deemed as a Holiday to be observed by the Town.

"Human Remains" means a dead human body in any stage of decomposition, or a body of a stillborn infant in any stage of decomposition but does not include Cremated Remains.

"Permit" means a prescribed form supplied by the Town for application to carry out any work in the Cemetery.

"Interment" means the burial of Human Remains in a Casket or Urn in an in-ground Lot.

"Lot or Grave" Means a specific area designed for Interment of a Casket or Cremated Remains. Includes but is not limited to a Grave, Plot and Lot.

"Manager" means the Chief Administrative Officer of the Town of Watson Lake or their permitted designate.

"Marker or Monument" means a product installed on a Lot used or intended to be used to memorialize a deceased person, including but not limited to: a flat Marker, pillow Marker, upright Monument, tombstone, plaque, or other form of memorial approved for use by the Town as a memorial.

"Medical Health Officer" means the Chief Medical Health Officer or their designate appointed from time to time by the Yukon.

"Owner" means a person(s) who purchases a Lot(s) in the Cemetery. Includes but is not limited to rights holder, licensee, applicant.

"Town" means the Town of Watson Lake and the area contained within the corporate boundaries of the Town and may also mean the Mayor and Council of the Town, a department of the Town, a person employed by the Town, or a person appointed by the Town to perform work related to the management and operation of the Cemetery.

"Urn" means a container used for storing of cremated Human Remains.

4. ADMINISTRATION OF THE CEMETERIES

1. Application: This Bylaw shall apply to all Interment areas in any cemetery, now in existence or which may hereafter be erected or developed as or in a cemetery by the Town of Watson Lake. The Chief Administrative Officer is the sole judge of any question of interpretation or application of the Bylaw. The interpretation or application shall be final and conclusive.
2. Non-Limitation: In all matters not specifically covered by this Bylaw, the Town reserves the right to do that which in its judgement is deemed reasonable in the Cemetery, and such determination shall be binding upon Lot Owners and all parties concerned.
3. Amendments: The Town may, and hereby expressly reserves the right to at any time: adopt new Bylaws, amend, alter or repeal any item in this Bylaw. Such changes shall be binding upon all parties without notice.
4. Special Cases: Circumstances may arise in which the literal enforcement of a rule or regulation, based on this Bylaw, may impose unnecessary hardship. The Town therefore reserves the right to make exception, suspension or modification to any rule or regulation without notice. Any exception, suspension or modification to any item by the Town, when necessary, shall in no way be construed as effecting the general application of such rules or regulations.
5. Error Correction: The Town reserves and shall have the right to correct any errors that may be made either in making an Interment, or Disinterment or in the description or sale or transfer of any Interment property. The correction can be obtained by cancelling or substituting another property of equal value and similar location as far as possible, or by refunding the amount paid on account of that property. If the error involves the Interment of the remains of any person the Town reserves and shall have the right to remove and reinter the remains into a property of equal value and similar location, with the consent of the Owner, subject to all applicable legislation and regulations.

6. Disclaimer: The statement of any employee of the Cemetery shall not be binding upon the Town except if such statement coincides with the document conveying the right of Interment, the Bylaw, the rules and regulations reflecting the Bylaw.
7. Admission: The general public is welcome to visit during regular hours of operation of the Cemetery. The Town reserves the right to refuse admission or the use of any Cemetery facilities at any time to any person or persons whom the Town may deem objectionable to the best interests of the Cemetery.

5. ENFORCEMENT

1. Enforcement: The Town is hereby empowered to enforce all Bylaws laid out in this Document. The Town shall have charge of the grounds, buildings and equipment at all times and shall have supervision and control of all persons and activities in the Cemetery, including the conduct of funerals and other services, traffic concerns, employees, Lot Owners and visitors.
2. General Penalty Provisions: Any person having contravened this Bylaw shall be liable to a fine not exceeding Two Thousand Dollars (\$2,000.00) or to imprisonment for a term not exceeding six (6) months, or to both a fine and imprisonment as set out in the "Summary Conviction Act of the Yukon."

6. SALE AND OWNERSHIP OF LOTS

1. Address Change: It is the duty of the Owner to notify the Town of any change in their mailing address. Notice sent to the Owner at the last known address on file shall be considered sufficient and proper legal notification.
2. Cost: Lots for Interment purposes shall be sold and services in the Cemetery shall be rendered in accordance with the Fees set forth in the Town's Fees and Charges Bylaw.
3. Easement: Ownership of any space remains with the Town. The right to use a Lot is sold to an Owner. An Owner has no right to the use of any Lot until the purchase price is paid in full. All Fees for the Lot must be paid in full prior to the arrangement of Interment into the Lot.
4. Documentation: Upon payment by any person of the full price of any Lot, the purchaser will be given a receipt for the sum paid, and this receipt with the purchase invoice will entitle the Owner to the right of Interment in an assigned space.
5. Subdivide: No person shall further subdivide or alter any Lot in any manner at variance with the divisions set out by the Town as shown on the Cemetery plans.
6. Cancellation: The Owner may cancel a purchase without penalty within 30 days of the agreement being signed on any item(s) that have not been used for Interment or memorialization. After the 30 days, cancellation of unused space or services can be arranged with the Town by the Purchaser or designated person, subject to any applicable administration Fee.
7. Refunds: The Town will accept the return of an unused Lot as long as there is no reason that space could not be used and there is proof of ownership. The Owner will receive

the original price paid or 85% of the current cost of an equivalent space, whichever is greater. Where taxes were applicable to the original purchase price, they will be refunded based on the portion of the purchase price refunded. Refunds shall be subject to any applicable administration Fee at the time of cancellation.

8. Error Correction: It is a condition of the use of any Lot in any Cemetery, that the Owner expressly waives any claim arising by reason of any error or miss-description of any Interment Lot. The Cemetery undertakes that it will attempt, insofar as is reasonably possible, to avoid such errors but its liability shall only extend to an exchange of equivalent Lot(s) within the Cemetery.
9. Replacement: If there is any reason the Lot cannot be used for Interment or there is any error in the Lot description, the Town undertakes to make an equivalent quality of Lot or Lots available in lieu of those originally allocated.
10. Inheritance: In the instance where evidence of a clear line of transfer, inheritance, succession, or authority over an Interment right that survives an original rights holder is not provided, then the Town shall have the authority:
 - i. To determine, through a policy and process in a form prescribed by the Town, the person or persons who may exercise a surviving right of Interment and under what terms and conditions a surviving right of Interment may be exercised, or
 - ii. Where no clear and distinct right of succession can be reasonably demonstrated or ascertained, prohibit the use of any surviving Interment rights in a Lot.

7. BURIAL/ INTERMENT/ DISINTERMENT

1. Authorization: No Interment at the Cemetery shall be permitted until:
 - i. Interment Information: The personal representative of a deceased completes, signs, and delivers to the Clerk an authorization, in a form prescribed by the Town;
 - ii. Ownership Proof: It is ascertained by the Clerk that the deceased holds a valid Interment right at the Cemetery, or a rights holder at the Cemetery provides authorization for a deceased's Human Remains or Cremated Remains to be interred in a Lot for which they hold an Interment right;
 - iii. Outstanding Indebtedness: All Fees relating to an Interment right or any other service or product supplied by the Town have been paid in full;
 - iv. Documentation:
 1. For Human Remains, a Yukon Burial Permit has been surrendered to the Clerk;
 2. For Cremated Remains, a Certificate of Cremation has been surrendered to the Clerk, or
 3. Where a death has occurred in a jurisdiction other than the Yukon, a death registration or final disposition document deemed acceptable by the Clerk, has been surrendered to the Clerk.
2. Use of Space: An interment rights holder shall have the authority to designate who, other than themselves, may be authorized to control an Interment right registered in their name.

3. Responsibilities: Any person signing an order for Interment, is responsible for the truthfulness of any facts set forth in the authorization, the identity of the person to be interred and their authority to order the Interment. If a third party is signing for Interment on behalf of another, the other person must have delegated that person to act in their name and accept responsibility for all Interment Fees.
4. Interment Restriction: Only Human Remains or Cremated Human Remains may be interred in a Cemetery. Cremated Remains may be buried in Cemetery ground but may not be scattered in any area or on any Lot.
5. Notice: All applications for Interment shall be made at least 5 days before the time of the Interment, of which not less than 3 days are regular operating hours of the Town.
6. Information: The Town is not responsible for any errors or omissions in information received from the Funeral Home or arranger or supplier. The Town is not responsible for the accuracy of the Burial Permit information or for the identity of the Human Remains or Cremated Remains to be interred.
7. Schedule Times: Interment services will be conducted Monday to Friday between the hours of 8:30 am and 4:30 pm, excluding Holidays.
8. Overtime: When an Interment is required outside of the usual working hours or on a Weekend or Holiday an overtime charge will be made as set out in the Town's Fees and Charges Bylaw.
9. Scheduling: The Town reserves the right to limit or restrict the types and number of Interments that may occur in the Cemetery on a given day.
10. Rescheduling: If, under extreme or adverse weather conditions more time is required to prepare Interment sites the Town shall notify the parties involved of the extra time required and this time will remain in effect until further notice.
11. Interment Receptacle: All Casket Interments in the Cemetery shall be made into a wooden Grave Liner supplied, at an Owner's expense, by the Town.
12. Suitable Container: All deceased shall be brought to the Cemetery in a suitable container. Suitable container is defined as one which is rigid, completely enclosing the body. At the discretion of the Town, if requested, a family may arrange Interment using only a shroud. If an Interment using only a shroud is arranged, a board must be an integral part of the shroud to support the body.
13. Further Usage: No memorialization or second Interment shall be permitted in or on any Lot in the Cemetery on which there are unpaid charges due and payable.
14. Disinterment Permission: The Disinterment of Human Remains shall be permitted with the consent of the Town and written consent of the Lot Owner, nearest next of kin, executor and in accordance with proper legal procedure. The Disinterment will only be approved and scheduled upon issuance of a Disinterment permit from the Department of Vital Statistics. The Funeral Director is to be present during the Disinterment for the handling and transportation of the remains.

15. Disinterment Requirements: Responsibility for a Disinterment by the Cemetery will end at the point where the soil is sufficiently excavated to permit access to the body for removal by the attending Funeral Director. The Town is not responsible for the condition of Casket liners or vaults, or of the Cremated Remains or the Cremated Remains container used.

8. LOT INTERMENT OPTIONS

1. Double Cremated Remains Lot: A maximum of two cremated Human Remains can be buried in a designated cremation Lot.
2. Total Interment Number: In a single Casket Lot – the maximum number of Interments is one Casket and up to three Cremated Remains. A Casket Interment will not be allowed in any Lot after a cremation Urn is interred in the same Lot.
3. Existing Occupied Lots: Requests to inter Cremated Remains into an occupied family Lot, by other than the Owner of the Lot, must be accompanied by written permission of the deceased's executor or all the like members, next of kin, of the original deceased's family.

9. MARKERS AND MONUMENTS

1. Authorization: No memorials may be set except in accordance with the Cemetery Bylaw, associated policy, and regulations. Improperly or unapproved memorials will be removed without further notice.
2. Regulations: The Town reserves the right to maintain and keep current memorial specifications that set out the details of permitted kind, size, design of memorials for each type of Lot or memorial site offered in the Cemetery.
3. Grave Covers, Curbing: No Lot will be covered with a slab of cement or other material. Lots may have fences, railings, or designated rock or stone borders around the perimeter. Any cover, curbing or border will be removed by the Town if it is deemed to be a safety risk or becomes unsightly due to lack of care or needed repair.
4. Approval: No person shall erect a Monument or Marker in a Cemetery until the design, description and size thereof has been approved by the Town and a Permit for the erection of such Monument has been issued. The Town may refuse consent if such Monument, or Marker, is in the opinion of the Town, prejudicial to the general appearance of the Cemetery or to the interests of the Owners of other Lots, is not in good taste or does not fit the expectations of a Cemetery area.
5. Installation: It is the responsibility of the Owner or the personal representative of a deceased to, at their expense, arrange for the supply, installation and maintenance of a memorial on a Cemetery Lot. The Town shall bear no responsibility or obligation to place or install at the Town's expense any form of temporary or permanent memorial at any Lot.
6. Liability: While the Town will take reasonable precautions to protect the property of Owners, it does not assume any liability nor responsibility for the loss of or damage to any Monument/Marker or part thereof; or any article of any type that may be placed on

the Lot. The Town accepts no responsibility for the maintenance of Monuments due to normal wear or deterioration.

7. Safety: Any Monument that is tilting or leaning is a safety concern. The Town will attempt to contact the Owner and relevel the Monument. If any damage is done to the Monument by the attempt to relevel, the Town shall not be deemed responsible. If there is any Monument that the Town cannot level and is deemed unsafe, the Owner will be notified to arrange to fix the Monument stance. If the Owner is inaccessible, or does not take timely action, the Monument may be removed by the Town due to the safety concern.
8. Work Times: No work shall be done upon any Monument or Marker, or shall any Monument or Marker be removed from any Lot without the notification and permission of the Town.
9. Owner Responsibility: Markers and Monuments remain the personal property of the Owner and all care, maintenance and repairs are the responsibility of the recorded Owner and/or the Owner's next of kin. The purchaser or designate of the Lot is liable and responsible for damages resulting from theft, vandalism or damage howsoever caused to a Monument and Marker on a site.

10. CEMETERY OPERATION AND MAINTENANCE

1. Authority: The Chief Administrative Officer or their designate shall have the sole control of all matters within the Cemetery that are concerned with maintaining the grounds in a neat and pleasing condition, and to that end is authorized to regulate and control the Cemetery grounds.
2. Floral Timelines: Flowers placed on the day of Interment will be left for a period of fourteen days following an Interment, or as weather permits; any type of floral tribute is permitted to be placed on a Grave.
3. Landscaping: The Town reserves the right to remove or prune any trees or shrubbery previously planted which may mar the appearance of the Cemetery or which may encroach upon or interfere with other Lots, or any tree or plant that may previously have been planted without Town permission.
4. Personal Responsibilities: No person shall:
 - a. Throw rubbish upon the roads, pathways or anywhere within the Cemetery grounds except in receptacles provided for that purpose.
 - b. Place or deposit any memorial or decoration made of glass.
 - c. Make any walk, cut any sod, or move any Grave Markers or Monuments in the Cemetery.
 - d. Destroy, deface, damage or write upon any Marker or Monument or structure or object in the Cemetery.
 - e. Except for service animals, bring any animal into the Cemetery other than on a designated road, land or walkway where the animal shall be under the control of an adult and held at all times on a leash not longer than 2 meters; owners must remove any excrement.

5. Liability: The Town shall not be responsible for any injury resulting to any person who enters a Cemetery or any damage to any Lot, memorial, Monument or other structure located within any Cemetery unless such injury or damage is shown to be caused by the negligence of the Cemetery, its agents or employees.
6. Authorization of Work: The Town reserves, and shall have, the right to give authorization to any person before they may do any work in the Cemetery. The Town has the right to request a certificate of insurance, showing coverage for liability and personal injury and damage to the property of others, from any contractor or business authorized to perform services and/or work in the Cemetery.
7. Times of Work: No person shall carry on any work in the immediate vicinity of any Interment service being carried out in a Cemetery. Work on Weekends or Holidays or after 4:30 pm on weekdays must have prior authorization from the Town.
8. Access: No person under the age of 16 years shall be admitted to any Cemetery, unless in the company of an adult.
9. Vehicle: Cemetery roadways are for the exclusive use of Interment processions, Cemetery patrons, or other persons as may be approved by the Town and no vehicle shall exceed fifteen (15) kilometers per hour and every operator of a vehicle shall at all times, obey the directions and orders of the Town.
10. Activities: The intended uses of Cemetery grounds and facilities are memorialization, remembrance and reflection. Any manner of sports game or sport activity are not permitted.
11. Behaviour: No person shall disturb the quiet and good order of a Cemetery by noise or other improper conduct. All work in the immediate vicinity of a Lot shall be discontinued during an Interment service.
12. Firearms: Only persons authorized by the Town, including military guard of Honour will be permitted to discharge or carry firearms within the Cemetery. Military guards participating in a military funeral must be under the direct command of an officer.
13. Hours: The Cemetery is open to the public seven days a week.

11. FLOWERS AND DECORATIONS

1. Purpose: The Town reserves the right for the good of all to regulate the method of decoration of Lots. It is important to understand that decoration must be done in such a fashion that it does not infringe upon adjacent spaces or create either a hazard or an unattractive situation which may be offensive to others.
2. Grave Decoration: Must be done in such a fashion that it does not infringe upon adjacent spaces or create either a hazard or an unattractive situation which may be offensive to others. Decorating with fresh cut and artificial flowers is appropriate and welcomed. The Cemetery staff will remove any decoration, at their discretion, that is a safety hazard, or which is unsightly.

3. Decoration Liability: The Town shall not be liable for the deterioration, damage or loss of flowers, decorations, ornamentation or any other article attached to or placed on a Lot.
4. Seasonal Decorations: One week after major Holidays all seasonal decorations shall be removed.
5. Maintenance: At least twice per calendar year the Town shall for maintenance purposes, without prior notice, conduct a thorough clean-up of the Cemetery to remove any decoration that has, in the opinion of the Town, become unsightly, interferes with regular maintenance processes at the Cemetery, become a hazard to the public or fallen into a state of advanced disrepair that detracts from the appearance of the Cemetery.

12. Bylaw No. 010-12 is hereby rescinded in its entirety.

13. This Bylaw shall come into full force and effect upon the final passing.

Read a First Time this 21st day of March, 2023

Read a Second Time this 21st day of March, 2023

Read a Third Time this 18th day of April, 2023



Christopher Irvin - Mayor



Tiffany Lund - Municipal Clerk



1. The first of the above mentioned items is a copy of the report of the committee on the subject of the proposed amendment to the charter of the town of Hudson, New York, as passed by the board of trustees on the 10th day of March, 1904.

2. The second of the above mentioned items is a copy of the report of the committee on the subject of the proposed amendment to the charter of the town of Hudson, New York, as passed by the board of trustees on the 10th day of March, 1904.

3. The third of the above mentioned items is a copy of the report of the committee on the subject of the proposed amendment to the charter of the town of Hudson, New York, as passed by the board of trustees on the 10th day of March, 1904.

Very respectfully,
J. H. H. H.

JOHN H. H. H.

JOHN H. H. H.

JOHN H. H. H.

JOHN H. H. H.

