

BY-LAW NO.80-2012

THE CORPORATION OF THE TOWNSHIP OF GEORGIAN BLUFFS

A BY-LAW TO ENACT PROVISIONS RESPECTING
THE MANAGEMENT, REGULATION AND OPERATING
PROCEDURES OF ALL OF THE CEMETERIES OWNED
AND OPERATED BY THE TOWNSHIP OF GEORGIAN BLUFFS.

WHEREAS as provided under Part III Cemetery, Burial Sites and Crematoriums, Division B Section 150 (1) Cemetery By-laws of the Regulations made under The Funeral, Burial and Cremation Services Act - S.O. 2002, Chapter 33 a cemetery owner may pass By-laws affecting the management, maintenance, regulation and control of any Cemetery owned by that owner,

AND WHEREAS it is expedient to pass a By-law for the management, maintenance, operation, regulation and control of all of the Cemeteries owned the Township of Georgian Bluffs,

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF GEORGIAN BLUFFS HEREBY ENACTS AS FOLLOWS:

1. That all By-laws respecting the management, operation and control of any of the Cemeteries previously owned by the former Townships of Derby, Keppel and Sarawak are hereby rescinded.
2. That any By-law respecting the management, operation and control of the Cemeteries owned by the Township of Georgian Bluffs previously passed and enacted are hereby rescinded.
3. The short title of this By-law shall hereafter be known as the Township of Georgian Bluffs Cemetery By-law.
4. That the attached Appendix shall be known as the Township of Georgian Bluffs Cemetery By-law and shall govern the management, operation, maintenance, regulation and control of the Boyd, Mount Pleasant, Oxenden, Big Bay, Jackman and St. James Cemeteries situated within the Township.

Read a first and second time this 19th day of December 2012.

Read a third time and passed this 17th day of April, 2013.



Allan Barfoot - Mayor



Bruce Hoffman - Clerk

Appendix A
to By-law 80-2012
Township of Georgian Bluffs
Cemetery By-law

PART "A"

FORWARD

The following *BY-LAW* has been filed with and *APPROVED* by the Ontario Ministry of Consumer Services, Consumer Protection Branch, Cemetery Regulation Unit in accordance with Part III, Division B – Cemetery By-laws, Sections 150 and 151 of the Regulations made under the Funeral, Burial and cremation Services Act - 2002, Chapter 33. Such *BYLAW* has been adopted for the mutual benefit and protection of the *CEMETERIES* of the Township of Georgian Bluffs and the *INTERMENT* or *SCATTERING RIGHTS HOLDERS* therein.

Where words appear in italicized capital letters in the various Parts of this *BY-LAW*, such capitalization shall indicate that the specific definition given that word or expression in Part "C", "Definitions" shall be applicable.

Where this By-law is silent on any type of proposed *LOT* or *PLOT* improvement(s) or the installation of a previously unproven type of construction or installation, such items shall be deemed as being in non-conformance with this By-law and shall be prohibited in the *CEMETERY*.

Where this By-law is silent in regard to the performance of any ceremony, rite or event with the exception of those that are permitted in writing by the *COUNCIL* of the Corporation of the Township of Georgian Bluffs, such ceremony, rite or other event shall be deemed as being in non-conformance with this By-law and shall be prohibited in the *CEMETERY*.

COUNCIL may on occasion grant permission for any of the aforementioned prohibited items to proceed where it can be proven to the *COUNCIL* that such items will be to the mutual benefit of the proponent, all *INTERMENT* or *SCATTERING RIGHTS HOLDERS* and the *CEMETERY*. The granting of such permission shall be on an individual case by case basis and such granting in one case shall not be construed as a general permission for such to proceed in all instances.

All *INTERMENT* or *SCATTERING RIGHTS HOLDERS* and persons attending the *CEMETERY* and all *LOTS* and *PLOTS* shall be subject to this *BY-LAW* and any amendments as may be enacted from time to time. Reference to this *BY-LAW* in the *CERTIFICATE OF INTERMENT* or *SCATTERING RIGHTS*, the *SALES CONTRACT* or any other forms, consents or *PRE-INSTALLATION REVIEW* applications used by the *CEMETERY* shall have the same force and effect as is set forth herein.

The Cemeteries governed by this By-law are:

Boyd Cemetery,
South Side of Highway # 6
Part of Lot 5, Concession 8
former Township of Keppel

Oxenden Cemetery,
Zion Church Road, Village of Oxenden
Lots 28 & 29, Registered Plan 483
Part of Lot 27, the Jones Range

former Township of Keppel

Mount Pleasant Cemetery
Lot 13, Con. 3, Parts 1, 2 & 3
Registered Plan 16R-3329
North side of Grey County Road. # 17
former Township of Sarawak

Big Bay Cemetery, (inactive)
Part of Lot 38, Colpoy's Range
former Township of Keppel

St-James Cemetery (inactive)
Pt. Lot 7, Con. 3
former Township of Derby

Jackman Cemetery (inactive)
Part lot 5, Con. 6
former township of Derby

The service address of the above Township of Georgian Bluffs Cemetery shall be:

177964 Grey Road 18,
R. R. # 3,
Owen Sound, Ontario, N4K 5N5
Telephone: 519-376-2729
Fax: 519-372-1620

All enquiries regarding the application and/or interpretation of this By-law should be directed to the designated cemetery *REPRESENTATIVE* for each cemetery at the above address for service or address given for contacting such *REPRESENTATIVE(S)*.

PART B

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PART "C"

DEFINITIONS:

The definitions contained in the Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, Chapter 33 and its accompanying Regulations shall be applicable to this By-law and the operation of the affected *CEMETERY*.

The following local definitions or clarifications to those in the Act are provided for the benefit of readers of this By-law. Where words appear in italicized capital letters in the various parts of this By-law, such capitalization shall indicate that the specific definition given in this Part shall be applicable.

- 1) **ACCEPTABLE:** shall mean acceptable to the *COUNCIL* of the Corporation of the Township of Georgian Bluffs.
- 2) **ACCEPTABLE CONTRACTOR:** shall mean a person or persons or a company or other business entity operating under the laws of Ontario, including a municipal government, that may provide to the *CEMETERY* specified licensed services and supplies at a fixed unit price or on a fee per occasion basis. Such licensed services and supplies shall be those generally specified in Parts *AE@*, *AF@*, *AG@* and "H" of this *BY-LAW*. Such contractors shall have a record of providing such services and supplies in an *ACCEPTABLE* manner and shall generally be restricted to providing those services and supplies in the cemetery(ies) for which they are contracted and listed.
- 3) **ACT:** shall mean The Funeral, Burial and Cremation Services Act - 2002, Ch. 33 and the Regulations made thereunder.
- 4) **APPROVED:** shall mean filed with and approved by the Cemetery Regulations Unit of the Ministry of Consumer Services, Consumer Protection Branch of the Province of Ontario.
- 5) **BOARD:** shall mean a board or committee appointed at the discretion of *COUNCIL* to oversee the operations of the *CEMETERY* when such is deemed necessary or desirable.
- 6) **BY-LAW(S):** shall mean the rules, regulations and policies under which the *CEMETERY* is operated and maintained. Such *BY-LAW* has been filed and *APPROVED* in accordance with Sections 150 and 151 of Part III, Division *AB@* of the Regulations under the *ACT*, *ACemetery By-laws@*. All persons attending the *CEMETERY* for any reason(s) shall comply with this *BY-LAW*.
- 7) **CARE & MAINTENANCE FUND:** (formerly Perpetual Care Fund) shall mean a trust fund established as per Part VI, Section 53 of the Act and administered in accordance with Part 1, Division *AG@* of the Regulation *A Care and Maintenance Funds and Accounts@* made thereunder. Such Fund shall be administered by Township of Georgian Bluffs who shall also act as the Fund=s Trustee.
- 8) **CARE AND MAINTENANCE FUND INCOME:** shall mean the interest income received from the *CARE AND MAINTENANCE FUND*. Such income shall only be used for the purposes prescribed in Section 53(17) of the *ACT* and Section 93 of the Regulations made

thereunder.

- 9) CARE AND MAINTENANCE PORTION: shall mean that part of the purchase price of any *INTERMENT* or *SCATTERING RIGHT(S)* that must be entrusted to the *CARE AND MAINTENANCE FUND* in the minimum amount(s) prescribed by Section 53 the *ACT* and Section 168 of the accompanying Regulations or set by *COUNCIL* if such amount(s) exceeds the minimum prescribed amounts.
- 10) CEMETERY(IES): shall mean the Boyd, Oxenden, Mount Pleasant, Big Bay, St.James and Jackman Cemetery and any *BOARD*, committee, *REPRESENTATIVE* or other person appointed by *COUNCIL* to manage and operate them.
- 11) CERTIFICATE OF INTERMENT or SCATTERING RIGHTS: shall mean a certificate issued to the *HOLDER* of the *INTERMENT* or *SCATTERING RIGHT(s)* in a particular *LOT* or *PLOT* or a *SCATTERING GROUND* as designated on the *APPROVED PLAN(s)*. Such document shall contain the information prescribed by Section 163 of the Regulations made under the *ACT*.
- 12) COMPANION MARKER: shall mean a *MARKER* made of *ACCEPTABLE MARKER* grade material similar in configuration and form to a *FLAT MARKER* and being of a size conforming to the minimum and maximum sizes as specified in Part "H" of this *BY-LAW*. This type of *MARKER* shall be installed on a raised foundation that has its top elevation set two and one half inches above the adjoining ground. Such foundation shall be four inches larger in length and width than the *MARKER* that will be installed on it. The sides of such *MARKER(s)* shall be polished or otherwise finished in an *ACCEPTABLE* manner. Essentially a *COMPANION MARKER* is a *FLAT MARKER* that is set with its top surface level and horizontal and is set on a full foundation and projects above the ground.
- 13) CORNER POSTS: shall mean any finished stone or other *ACCEPTABLE* land marker set flush with the surface of the ground and used to indicate the corners of a *LOT* or *PLOT*. *CORNER POSTS* shall only be installed by the staff of the *CEMETERY* including on those occasions where such are provided by an *INTERMENT RIGHTS HOLDER* at their expense. *CORNER POSTS* made of material other than finished stone may only be installed by the staff of the *CEMETERY* for the purposes of survey and measurement control.
- 14) DESIGNATED GROUPING: shall mean the combining of two or more adjacent unused *GRAVES* into one unit where such unit lies within the boundaries of an *OLD PLOT* that was designed on an *OLD PLAN* with 2'-8" (32") wide *GRAVES* and for which a separate *CERTIFICATE OF INTERMENT RIGHTS* will not be requested or issued. Such groupings may only be created and assigned in favour one or more specified recipients by the *INTERMENT RIGHTS HOLDER*, their legally empowered agents, heirs or executors. All memorialization on such groupings and on the affected *OLD PLOT* shall comply with Part "H" of this *BY-LAW* or with any more restrictive conditions set by the *CEMETERY*. All interments in such groupings shall be done without the installation of an outer vault or liner. A vault or liner may be used if the recipient acknowledges to the *CEMETERY*, in writing, the resulting loss to the number of future interments.
- 15) EXTRA DEPTH INTERMENT: (also referred to as "Double Depth" interment) shall mean the right to inter one casket or outer container constructed of concrete beneath another casket

or outer container constructed of wood, steel or concrete. Such right shall not be granted to any *INTERMENT RIGHT(S)* purchased after July 1, 1996. This policy is enacted because of soil conditions, potential liabilities, and additional expenses and by the excavation safety requirements mandated by the Occupational Health and Safety Act of the Province of Ontario in order to safely carry out such work. *INTERMENT RIGHTS HOLDERS* who purchased their *INTERMENT RIGHTS* prior to the aforementioned date shall retain such privilege in A *CEMETERY* where the past policy has permitted such burials because of the availability of adequate safety equipment and staff experienced in such practice.

- 16) *FLAT MARKER*: shall mean a *MARKER* made of *ACCEPTABLE MARKER* grade material with smooth sawn sides that are intended to be installed with its uppermost surface level and its edges set flush with the adjoining ground. The raising of the adjoining ground to create a mound and elevate this type of *MARKER* is not permitted.
- 17) *GRAVE*: shall mean an area for the burial of human remains that is historically based upon a width of 32" (810 mm) per space and a length of 8 feet, plus or minus.
- 18) *HOLDER*: shall mean an *INTERMENT* or *SCATTERING RIGHTS HOLDER*.
- 19) *INFANT/SMALL CHILD LOT*: shall mean a *LOT* with horizontal dimensions less than those prescribed by the *ACT* for an adult sized *INTERMENT SPACE* and intended specifically for the interment of the remains of an infant or a small child.
- 20) *INTERMENT RIGHTS*: shall mean the right to inter whole or partial human remains or cremated remains in a *LOT* or *PLOT* specified for such purpose on the *APPROVED PLAN*. Subject to limitations in this *BY-LAW*, only the right to inter and the associated rights under Section 48 of the *ACT* are granted to the *HOLDER*. Title and possession of the land remain with the Township of Georgian Bluffs.
- 21) *INTERMENT RIGHTS HOLDER*: further to the definition of this term provided under the *ACT*, the *CEMETERY* will only recognize the person(s) named on the most recently dated office copy of the *CERTIFICATE OF INTERMENT RIGHTS* that has been issued for that *LOT* or *PLOT* as the being the current *HOLDER* in that *LOT* or *PLOT*. All other parties claiming an interest in a *LOT* or *PLOT* may be required to provide *ACCEPTABLE* written proof of a legal interest in such a right.
- 22) *INTERMENT SPACE*: shall mean an area of land of sufficient size to permit the interment of the non-cremated remains and any associated container(s) for an adult sized person. Such an adult sized space shall be not less 0.91 M (3.0 ft.) by 2.44 M (8.0 ft.) in size.
- 23) *LINER*: shall mean an outer container constructed of pre-cast concrete, pre-molded fibreglass or other *ACCEPTABLE* material designed to hold one adult- sized casket. Such container may have an unsealed top that is comprised of one or more sections. Such container shall be set at the bottom of an excavated *INTERMENT SPACE* and covered with the minimum amount of earth prescribed under Section 154 of the Regulations under the *ACT*.
- 24) *LOT*: Except for a *REGULAR CREMATION LOT*, *PREMIUM CREMATION LOT* or *INFANT/SMALL CHILD LOT* defined elsewhere in this Part, *LOT* shall mean an area comprised of one adult sized *INTERMENT SPACE* plus any additional space allotted for the

installation of a *MARKER* foundation where such is specifically permitted under this *BY-LAW*. A *LOT* may be sold as a single, separate and distinct *INTERMENT RIGHT* for which a *CERTIFICATE OF INTERMENT RIGHTS* will be issued upon payment of the full purchase price.

- 25) *MARKER*: shall mean any monument, tombstone, foot marker, plaque, headstone, cornerstone, or other assembly affixed or intended to be installed on a *LOT* or *PLOT*, columbarium niche or other enclosure intended for the deposit of human remains. Such item may or may not project above the ground level of a *LOT* or *PLOT* or out from the face of any supporting element subject to the limitations set out for the various *MARKER* types defined in Part *AH* of this *BY-LA*. See also: *COMPANION MARKER*, *CORNER POSTS*, *FLAT MARKER*, *SLOPED/PILLOW MARKER*, *TEMPORARY MARKER*, *UPRIGHT MARKER*; See also: *PRIMARY MARKER*, *SECONDARY MARKER*.
- 26) *MARKER FOUNDATION*: means a cast-in-place column of concrete that conforms to Part "H" of the *BY-LAW* and is designed and constructed for the support of a *MARKER*.
- 27) *MARKER MAINTENANCE CONTRIBUTION*: means the amount of money prescribed by Section 53(9) of the Act and Section 166 of the Regulations under the *ACT* that must be remitted to the cemetery by the date agreed to by the *PRE-INSTALLATION REVIEW* applicant and also specified on the *SALES CONTRACT* and prior to the installation of a *MARKER FOUNDATION* and/or the specified *MARKER*. Such contribution shall be entrusted to the *CARE AND MAINTENANCE FUND* as prescribed by the Regulations under the *ACT*.
- 28) *OLD PLOT*: shall mean an area shown on a *PLAN* with its width and other dimensions being based upon it enclosing a whole number of two or more *GRAVES*.
- 29) *OVERSIZE LINER*: shall mean a non-sealable container constructed of concrete, wood, fibreglass or other rigid material that is intended to be placed in an *INTERMENT SPACE* prior to the insertion of a casket. Where the external horizontal dimensions of such a container exceed 810 mm (32") in width, it shall be considered as being *oversize*. Such a container shall be interred in accordance with Section 154 (2) of the Regulations under the *ACT*.
- 30) *OVERSIZE VAULT*: shall mean a sealable container constructed of concrete, fibreglass or other rigid material that is intended to be placed in an *INTERMENT SPACE* prior to the insertion of a casket. Where the external horizontal dimensions of such a container exceed 810 mm (32") in width, it shall be considered as being *oversize*. Such a container shall be interred in accordance with Section 154 (2) of the Regulations under the *ACT*.
- 31) *PLAN*: shall mean the drawings, sketches or other documents that show the entire or partial layout of all *LOTS*, *PLOTS*, and *SCATTERING GROUNDS*, roadways, walkways and any specialty areas in each of the *CEMETERIES*. The *APPROVED* copies of such plans, bearing the seal of the Cemetery Regulations Unit, Ministry of Consumer Services, and Consumer Protection Branch shall be kept at the *CEMETERY'S* address for service or a location determined by Council.
- 32) *PLOT*: shall mean an area comprised of two or more *INTERMENT SPACES* or *LOTS* joined

along their longest dimension and any additional space for a *MARKER* that have been assembled to comprise a single unit. Two (2) or more *REGULAR* or *PREMIUM CREMATION LOTS* may also be combined into such a unit. Only one (1) *CERTIFICATE OF INTERMENT RIGHTS* shall be issued and in force for any such configuration.

- 33) *PRE-INSTALLATION REVIEW*: shall mean a written permission that must be obtained from the *CEMETERY* prior to the start of any planting, *MARKER* and/or *MARKER FOUNDATION* installation or other work on a *LOT* or *PLOT*. Such permission shall be granted where the proposed work or installation conforms to this By-law and the appropriate fee(s) has been paid and there are no outstanding charges against that *LOT* or *PLOT*.
- 34) *PREMIUM CREMATION LOT*: shall mean a *LOT* at least 1.22 metres (4'-0") in width and length intended for the interment of not more than four (4) urns of cremated remains. The installation of a *MARKER* projecting above the ground, but subject to the reduced size and type limitations as set out in Part A^H of this By-law, may be permitted on such a *LOT*.
- 35) *PRICE LIST*: shall mean a list of the prices of all *INTERMENT RIGHTS*, *SCATTERING RIGHTS*, licensed cemetery services and supplies, *PRE-INSTALLATION REVIEW* and administrative fees that may be charged in each of the *CEMETERIES*. Such list shall conform to Section 33 of the *ACT* and Sections 54, 55, 56, 57, 59, 63, 65, 70 and 71 of the Regulations thereunder.
- 36) *PRIMARY MARKER*: shall mean a *MARKER* of any type permitted and defined in this *BY-LAW* that is generally installed at one end of a *LOT*, *PLOT* or *DESIGNATED GROUPING* and is intended to have inscribed on it the names of one or more persons interred in one (1) or more of the *GRAVES* or *INTERMENT SPACES*. Subject to restrictions as to type and size, an adult sized *LOT*, a *PLOT*, an *INFANT/SMALL CHILD LOT* or a *PREMIUM CREMATION LOT* may also have a designated *PRIMARY MARKER* on it.
- 37) *PRIVATE STRUCTURE*: shall mean any type of assembly, construction or container, whether in-ground or above ground, which is intended for the holding or containment of whole, partial or cremated human remains and over which the *HOLDER*, owner or constructor may or may not intend to retain ready and exclusive access and control. Other than *VAULTS* and *LINERS* and the various types of *MARKERS* described in Part A^H of this *BY-LAW*, such installations are not permitted in any of the *CEMETERIES*.
- 38) *REGISTER(S)*: shall mean the various types of public registers that are required to be maintained under Section 110 of the Regulations under the *ACT*.
- 39) *REGULAR CREMATION LOT*: shall mean an area not less than 910 mm X 910 mm (3ft. X 3ft.) in horizontal dimensions specifically designated for the interment of containers of cremated remains. No more than two containers of cremated remains may be interred in such a lot. Only one (1) *FLAT MARKER* may be installed on such a lot as per Part A^H.
- 40) *REPRESENTATIVE*: shall mean a person appointed by *COUNCIL* to carry out the various duties as assigned in relation to the operation of one or more of the *CEMETERY*.
- 41) *RESIDENT*: shall mean any person who has either directly or indirectly paid municipal

property taxes to the former Townships of Derby, Keppel or Sarawak, the Village of Shallow Lake or the current Township of Georgian Bluffs during the fifteen year period preceding the date of a purchase. Such person(s) shall be entitled to purchase *INTERMENT RIGHTS* or *SCATTERING RIGHTS* at the resident rates.

- 42) *SALES CONTRACT*: shall mean a written agreement for the sale and purchase of *INTERMENT RIGHTS* or *SCATTERING RIGHTS* and/or other cemetery services and supplies. Such contract shall contain all of the information and declarations prescribed by Section 40 of the *ACT* and Section 121 of the Regulations thereunder.
- 43) *SCATTERING GROUNDS*: shall mean a portion of the land that may be designated within any of the *CEMETERY* and that would be intended solely for scattering of cremated human remains.
- 44) *SCATTERING RIGHTS*: shall mean the right to direct the scattering of cremated human remains in the *SCATTERING GROUNDS* where such are established in any of the *CEMETERIES*.
- 45) *SCATTERING RIGHTS HOLDER*: same as *INTERMENT RIGHTS HOLDER* except that *ASCATTERING@* shall be substituted for the word *INTERMENT@* and *ASCATTERING RIGHT@* shall be substituted for *ALOT* or *PLOT@*.
- 46) *SECONDARY MARKER*: shall mean a first and/or second additional *FLAT MARKER*(s) that may be installed on a *LOT* or an *INTERMENT SPACE* where the memorialization of persons other than those inscribed on the *PRIMARY MARKER* is desired. Such *MARKER(S)* may also memorialize the names of persons whose remains are not and/or will not be interred in that *LOT* or *PLOT*.
- 47) *SLOPED/PILLOW MARKER*: shall mean a *MARKER* made of *ACCEPTABLE MARKER* grade material that is manufactured with its front edge not less than 75 mm (3") lower than its rear edge. The sides of such a *MARKER* shall be cut perpendicular to its bottom. Except as permitted hereafter, the installation of a *FLAT MARKER* on an angle in the ground to create a sloped top surface is not permitted. *SLOPED/PILLOW MARKERS* shall not project vertically more than 250 mm (10") above their foundation at the highest edge. This type of *MARKER* shall only be installed on a raised *MARKER FOUNDATION* that has its top elevation set 64 mm (2.5") above the highest point of the abutting ground. A *SLOPED/PILLOW MARKER* may be constructed by the pre-setting of a *FLAT MARKER* on a rear to front downward slope conforming to the above in a cast concrete slab. The thickness of the concrete slab shall not exceed 100 mm (4"). The pre-setting of the *MARKER* in the concrete slab shall be done in a good and *ACCEPTABLE* workmanlike manner by the marker dealer or the person(s) installing the *MARKER* prior to its delivery to the applicable cemetery. The finished horizontal dimensions of the combined concrete slab and *FLAT MARKER* shall not exceed the maximum dimensions permitted for such *MARKERS* in Part *AH@* of this *BY-LAW*.
- 48) *SUBDIVISION*: shall mean the partitioning of a *PLOT* or and *OLD PLOT* having sufficient area to create one or more wishes to transfer to a third party(ies) without consideration. The applicant or the recipient of such transfer shall apply for the issuing of a separate *CERTIFICATE OF INTERMENT RIGHTS* for the severed portion(s). A new *CERTIFICATE*

OF INTERMENT RIGHTS will only be issued once all fees and extra costs related to such transfer have been paid in full. Refer to Part “E” of this *BY-LAW* for additional restrictions on such partitioning.

- 49) TEMPORARY MARKER: shall mean a *MARKER* designed to be placed on an *INTERMENT SPACE* to temporarily mark the location of an interment for a limited period of time prescribed under Part AH@ of this *BY-LAW*. Such *MARKER(S)* shall be constructed, installed and subsequently removed in accordance with the provisions set out for such a *MARKER* in Part AH@.
- 50) UPRIGHT MARKER: shall mean a *MARKER* made of solid non-compartmentalized and *ACCEPTABLE MARKER* grade material that has its base and/or die or any portion thereof projecting above the top of the ground immediately abutting its location. Such *MARKER* may be designed to have *ACCEPTABLE* lettering, artwork, phrasing, or other designs or attachments inscribed or installed on a vertical, near vertical, sloped or flat plane as per Part AH@ of this *BY-LAW*. All such *MARKERS* shall be set on a cast-in-place concrete foundation.
- 51) VAULT: shall mean an outer container constructed of pre-cast concrete, pre-molded fiberglass or other *ACCEPTABLE* material designed to hold one adult- sized casket. Such container will have a sealed top that is comprised of one or more sections. Such container shall be set at the bottom of an excavated *INTERMENT SPACE* and covered with the minimum amount of earth prescribed under Section 154 of the Regulations under the *ACT*.

PART "D"

OWNERSHIP AND ADMINISTRATION:

The active Boyd, Mount Pleasant and Oxenden Cemeteries are owned and operated by the Corporation of the Township of Georgian Bluffs.

The inactive Big Bay, St. James and Jackman Cemeteries are also owned and cared for by the Corporation of the Township of Georgian Bluffs. Except as provided for in the Big Bay Cemetery under Part E of this BY-LAW, no interments shall take place in these inactive Cemeteries. When permitted, any interments in the Big Bay Cemetery shall be subject to the same *BY-LAW*, Rules and Regulations and *PRICE LIST* fees as those in the above listed active Cemeteries.

The *COUNCIL* of the Township of Georgian Bluffs may, at its discretion, appoint a *BOARD(S)* or committee(s) of directors, *REPRESENTATIVE(S)* and or any other persons to carry out all work and duties necessary to the proper day-to-day management and operations of the *CEMETERY*.

All persons so appointed shall carry out the duties and perform the work as assigned by *COUNCIL*.

PART "E"

SALE AND TRANSFER OF INTERMENT AND SCATTERING RIGHTS:**1. Eligible Purchasers:**

INTERMENT and *SCATTERING RIGHTS*, when available, shall be sold to *RESIDENT(S)* and non-residents of the Township or its predecessors as defined in Part "C" of this *BY-LAW*.

2. Sales Contract:

The purchase and sale of *INTERMENT* and *SCATTERING RIGHTS* shall take place by the completion of a *SALES CONTRACT* as required by the *ACT* on the *APPROVED CEMETERY' SALES CONTRACT* form.

3. Idem:

The completion of such *SALES CONTRACT* shall take place as soon as is practically possible following the inspection of the *LOT, PLOT* or area in which the *INTERMENT* or *SCATTERING RIGHTS* are being purchased by the purchaser(s) or their agent and a *REPRESENTATIVE* of the *CEMETERY*.

4. Viewing and/or Purchasing Arrangements:

All parties interested in viewing and/or purchasing rights shall contact the *REPRESENTATIVE* for the particular cemetery in which they wish to view and/or purchase such rights. An appointment for such shall be set by mutual consent.

5. Third Party Purchase:

Where the party attending the cemetery to view the location of the *INTERMENT* or *SCATTERING RIGHTS* being purchased is acting on behalf of a third party and such third party will be shown as the *HOLDER* on the *CERTIFICATE OF INTERMENT* or *SCATTERING RIGHTS*, the attending party shall provide *ACCEPTABLE* proof of their authority to bind the third party to the indebtedness incurred in the *SALES CONTRACT*. Such proof shall be in the form of a written Power of Attorney granted the attending party or the Last Will and Testament or other *ACCEPTABLE* document indicating that he/she is the Executor of the estate of the intended *RIGHTS HOLDER*. Where such proof is not available or *ACCEPTABLE* to the *CEMETERY*, the attending party shall be shown as the purchaser on the *SALES CONTRACT* and *INTERMENT* or *SCATTERING RIGHTS CERTIFICATE* and shall assume all indebtedness in regard to the payment of the amount due under the terms of the *SALES CONTRACT*.

6. Purchase by Funeral Directors:

Where a Funeral Director is acting on behalf of a client with whom he/she has entered into a contract for the provision of funeral services which are likely to be delivered within 96 hours of the time of entering into such contract, such Funeral Director shall be allowed the privilege of purchasing *INTERMENT* or *SCATTERING RIGHTS* for such client. The Funeral Director need not provide evidence of his/her authority to act but shall assume the liability of the indebtedness incurred. Such Funeral Director shall be allowed 15 banking days to provide payment in full to the applicable cemetery for such purchase. The *SALES CONTRACT* and *CERTIFICATE OF INTERMENT* or *SCATTERING RIGHTS* shall be drawn in the name of the Funeral Director's client. A *CERTIFICATE OF INTERMENT* or *SCATTERING RIGHTS*

will not be issued until payment is received in full. Where payment is not received within 15 banking days, the afore-mentioned privilege shall be immediately suspended until payment in full is received. Where such failure to pay the outstanding account within the 15 banking days period occurs on two consecutive purchases, such privilege shall be withdrawn and future sales to that Funeral Director shall be on a cash basis of payment at time of purchase.

7. Types of Rights Sold:

The types of rights sold by the *CEMETERY* shall be:

- a) adult sized in-ground *INTERMENT SPACES*
- b) infant/small child sized in-ground *LOTS*
- c) regular sized in-ground cremation *LOTS*
- d) premium sized in-ground cremation *LOTS*
- e) common ground *SCATTERING RIGHTS*.

8. Sale Prices

The sale price of all *INTERMENT* and *SCATTERING RIGHTS* shall be the applicable rate which is shown on the *PRICE LIST* that shall be maintained as per the *ACT* and updated as deemed necessary by the Council of the Township of Georgian Bluffs.

9. Method of Payment:

Except as permitted in Section 6 above, payment in full shall be made by cash, cheque, bank draft or money order at the time of purchase. Cheques shall be made payable to the applicable cemetery.

10. Initial Rights Certificate Issuance:

Subsequent to the initial sale of any *INTERMENT* or *SCATTERING RIGHTS*, a *CERTIFICATE OF INTERMENT* or *SCATTERING RIGHTS* conforming to Part III, Division B Section 163, *Interment and Scattering Rights Certificates* of the regulations made under the *ACT* shall be issued upon the receipt of payment in full due under the *SALES CONTRACT*.

11. Issuing of Subsequent Rights Certificates:

For the completion of any subsequent non-sale transfer to a third party of any *INTERMENT* or *SCATTERING RIGHTS* by the *HOLDER(S)*, a *CERTIFICATE OF INTERMENT* or *SCATTERING RIGHTS* conforming to Part III, Division B, Section 163, *Interment and Scattering Rights Certificates* of the Regulations made under the *ACT* shall be issued upon the receipt of the additional information and endorsement(s) that are specified under Part II, Division A, Sections 115 and 116 Disclosure on Resale or Transfer of Interment or Scattering Rights of the Regulations made under the *ACT*.

12. No Second Interment or Improvement Permitted:

No second disposition of any type or improvements or *MARKER* installation will be permitted on any *LOT* or *PLOT* until the outstanding balance due under the terms of the *SALES CONTRACT* and/or other charges levied against that *LOT* or *PLOT* for other reasons permitted under the *BY-LAWS* have been paid in full.

13. Rights Acquired:

Purchasers acquire only the right and privilege of burial of the dead or the scattering of

human cremated remains in a common scattering ground only and of the installation of *ACCEPTABLE* memorialization in accordance with the *BY-LAW*. Title to the land in question remains with the Corporation of the Township of Georgian Bluffs.

14. Third Party Rights Resale Prohibited

The resale of *INTERMENT* and *SCATTERING RIGHTS* to a third party are prohibited under this *BY-LAW*. The *CEMETERY* shall repurchase *INTERMENT* and *SCATTERING RIGHTS* when requested to do so by a *HOLDER* or other eligible party listed in the original *SALES CONTRACT* but only in accordance Sections 44 and 47 of the *ACT* and Sections 142 and 144 of the Regulations.

15. Transfer of Rights:

The transfer of any *INTERMENT* or *SCATTERING RIGHT(S)* in instances where the *CEMETERY* is neither the transferor nor the transferee shall only take place by the giving of a gift, bequest or other transfer without consideration. The *CEMETERY* may require that a sworn affidavit be provided to the *CEMETERY* in regard to the nature of the transfer of any such *RIGHT(S)*.

16. Transfer Registration:

The *CEMETERY* shall not recognize or register a transfer or issue a new *CERTIFICATE OF INTERMENT* or *SCATTERING RIGHTS* in regard to a transfer of ownership until all outstanding arrears, maintenance or other charges have been paid in regard to the *LOT* or *PLOT* in question.

17. Transfer Application:

An application for transfer of *INTERMENT* or *SCATTERING RIGHTS* shall be made by the *HOLDER* shown in the *REGISTER* or their legally empowered agent(s), heirs or executor.

18. Transfer Application Delivery and Fees:

All applications for the transfer of ownership of *INTERMENT* or *SCATTERING RIGHT(S)* and the applicable fees shall be delivered in writing to the *CEMETERY* at their address for service during the normal office hours or to the address of the *REPRESENTATIVE* appointed to handle such matters. The application for transfer shall be accompanied by the listed administration fee and new the *CERTIFICATE OF INTERMENT* or *SCATTERING RIGHTS* issuing fee.

19. Transfer Application Delivery and Fees:

The *CEMETERY* shall within 14 days of the receipt of an application for transfer either confirm the transfer or advise the applicant of the need for additional information or deny the request. Where such request is denied, the *CEMETERY* shall give the applicant the reasons for such denial and outline any conditions that could be met in order to allow the transfer to proceed. Any request for further information or a denial of transfer and the reasons for same by the *CEMETERY* shall be made in writing to the applicant.

20. Required Information

An application for transfer shall also provide the name and address of the person(s) to whom the *INTERMENT RIGHTS* are being transferred and the address that the new *CERTIFICATE OF INTERMENT* or *SCATTERING RIGHTS* shall be mailed to.

21. Waiver of Interest:

Applications for transfer shall clearly indicate that the *HOLDER* of record (current rights *HOLDER*) is relinquishing all interest in the *LOT* or *PLOT* or *SCATTERING RIGHT* in question or the affected part(s) thereof of their own free will or that the party(ies) so acting is proceeding on behalf of such *HOLDER* by virtue of a Power of Attorney granted to him/her or that such person is the executor of or the sole empowered heir to the estate of the *INTERMENT RIGHTS HOLDER* of record.

22. New Certification and Related Information:

The *CEMETERY* upon issuing a new *CERTIFICATE OF INTERMENT* or *SCATTERING RIGHTS* subsequent to the approval of a request for transfer shall also advise the new *HOLDER(S)* as to the horizontal dimensions of the remaining unused portions of the rights in question and any restrictions on memorialization that may apply because of previous interments or installations. The *CEMETERY* shall supply such information on the basis that it is "the best and most reliable information" that it possesses in its records at the time of issuing the new certificate.

23) Transfer by Will or Bequest:

Where the transfer of ownership of *INTERMENT* or *SCATTERING RIGHTS* is being requested because of the provisions of a will or bequest, the application for transfer shall be accompanied by the following information:

- a) In the case of devise or beneficiary, by inclusion of a sufficiently certified notarial copy of the Last Will and of the deceased *HOLDER*.
- b) In the case of intestacy, or where the *INTERMENT* or *SCATTERING RIGHTS* have not been listed in a Will, the *CEMETERY* will recognize as the *HOLDER(s)* that person(s) listed as receiving the residue of the estate, or that party designated in a signed agreement executed by the immediate heirs, which said agreement shall be in a form satisfactory to the *CEMETERY*.

24) Refund Upon Denial of Transfer:

Where an application for transfer of *INTERMENT* or *SCATTERING RIGHTS* is denied, the *CEMETERY* shall refund only the new *CERTIFICATE OF INTERMENT* or *SCATTERING RIGHTS* issuing fee and any applicable taxes to the applicant and such amount shall accompany the letter outlining the reasons for denial of the request for transfer. The *LISTED* administration fee is retained in whole as it is based solely upon the cost recovery of the time required to process, investigate and/or reply to the application.

25) Fee upon Reapplication:

All re-applications for the transfer of *INTERMENT* or *SCATTERING RIGHTS* shall be subject to the full administration fee.

26) Notices to Rights Holders

All notices to *INTERMENT* or *SCATTERING RIGHTS HOLDERS* shall be mailed to each *HOLDER* at the last address known to the *CEMETERY* unless more or less stringent requirements are specified or permitted by the *ACT*, the Regulations thereunder or the directions of the Ontario Ministry of Consumer Services, Consumer Protection Branch, Cemetery Regulations Unit.

27) **Old Plot Subdivision**

A *SUBDIVISION* of an eligible *OLD PLOT* will only be considered by the *CEMETERY* where such are shown on the applicable cemetery *PLAN* as having been originally dimensioned to accommodate a whole number of 810 mm (32") wide *GRAVES* and where sufficient unused space to accommodate one or more *INTERMENT SPACES* remains and for which one or more separate *CERTIFICATES OF INTERMENT RIGHTS* will be requested.

28) **Space Width:**

All *INTERMENT SPACES* created within a *SUBDIVISION* shall be not less than 910 mm (36") in width.

29) **Written Application Required:**

Applications for the *SUBDIVISION* of an *OLD PLOT* shall be made in writing to the *CEMETERY* at the address for service or to the address of the *REPRESENTATIVE* by the *HOLDER*, their legally empowered agent(s), heir(s) or executor.

30) **Grouping with 32" Wide Graves:**

Where the width of a *DESIGNATED GROUPING* is based upon the retention of a whole number of 32" wide *GRAVES*, the party(ies) creating the grouping shall obtain from the beneficiaries of such designation a written confirmation that they are aware that no outer containers such as a concrete vault or liner may be installed in such *GRAVES* without a further written acknowledgement that the reduction in the remaining space will not permit as many adult sized interments as was intended in that *GROUPING*.

31) **Grouping Memorials Restricted:**

The first written confirmation referred to in (30) above shall also confirm that the beneficiaries are also aware that more restrictive conditions on memorialization than those permitted under this By-law may be imposed on such a *DESIGNATED GROUPING* by the *CEMETERY*. A copy of such confirmation with original signatures thereon shall be provided to the *CEMETERY* at the time of designation.

32) **Idem:**

A *DESIGNATED GROUPING* or *SUBDIVISION* that results in a unit(s) having insufficient length for **both** adult sized interments and the installation of a *MARKER FOUNDATION* may have more severe restrictions as to the type and number of *MARKERS* that may be installed than those permitted in Part " H " of this *BY-LAW* imposed upon it.

33) **Other Remaining Parts:**

The *CEMETERY* may apply additional restrictions on the number of *MARKERS* and/or interments in the remaining unused portions of an *OLD PLOT* at the time of assignment of a *DESIGNATED GROUPING* or approval of a *SUBDIVISION*.

34) **Interment Space Orientation:**

Unused space in an *OLD PLOT* may only be considered for *SUBDIVISION* if the

resulting orientation of the *INTERMENT SPACES* in the new *LOTS* and/or *PLOT(s)* will be the same as those in the adjoining *PLOTS*.

35) Costs to Applicant:

The expenses incurred by the *REPRESENTATIVE* in determining the acceptability of a *SUBDIVISION* or *DESIGNATED GROUPING* proposal shall be reimbursed to the *CEMETERY* by the applicant.

36) Idem

The eligible expenses to be reimbursed shall be:

- i) all hours spent on researching the feasibility of a *SUBDIVISION* or *DESIGNATED GROUPING* by the *REPRESENTATIVE* at the hourly rate paid to that *REPRESENTATIVE*;
- ii) any travel/mileage costs paid for use of the *Representative's* personal automobile while in assessing the application;
- iii) the new *CERTIFICATE OF INTERMENT RIGHTS* issuing fee if a *SUBDIVISION* is approved; and
- iv) the cost of any applicable public notices that may be required under the *ACT*.

37) Payment Due:

Payment of expenses due the *CEMETERY* in relation to the creation of a *SUBDIVISION* or a *DESIGNATED GROUPING* shall be paid in full prior to the issuing of any new *CERTIFICATE OF INTERMENT RIGHTS* or the registration of a *DESIGNATED GROUPING* in the *REGISTER*.

38) Approval Period:

The *CEMETERY* shall within 28 days of the receipt of an application for a *SUBDIVISION* or a *DESIGNATED GROUPING* either approve or deny the application provided that excessive snow cover at the site does not prevent an adequate inspection from being made. Such period shall also be lengthened when public notice to surrounding *INTERMENT RIGHTS HOLDERS* is deemed necessary by the *CEMETERY* or the *ACT*.

39) Board Decision Conveyed:

The decision of the *CEMETERY* in regard to an application for a *SUBDIVISION* or a *DESIGNATED GROUPING* shall be forwarded to the applicant in writing.

40) Cemetery May or May Not Repurchase

The *CEMETERY* shall not be obligated to repurchase *INTERMENT RIGHTS* where the *LOTS* or *PLOTS* in question were created by the subdivision of an *OLD PLOT*.

41) Big Bay Cemetery Rights Restricted:

Because of the inadequacy of the records, the only type of *INTERMENT RIGHTS* that may be sold in the Big Bay Cemetery after enactment of this *BY-LAW* shall be those intended for the interment or the scattering of cremated remains. Such rights may not be sold until an *APPROVED* plan amendment has been prepared and filed with the Ministry of Consumer Services, Consumer Protection Branch, Cemetery Regulation Unit of the Province of Ontario.

42) **Idem:**

With the exception of those instances where a predeceased spouse or the parent of an unmarried issue is already interred in the Big Bay Cemetery and there is undisputable proof that space is reserved and still available for such interment, no traditional in-ground burials of whole human remains shall take place in that cemetery.

43) **Big Bay By-laws and Fees**

Where interments or scatterings are permitted in Big Bay Cemetery, they shall be subject to this *BY-LAW* and the same *PRICE LIST* that are in effect for the other Cemetery of the Township at the time of the interment or the provision of other cemetery services and supplies.

PART " F "

SALES OF LICENSED CEMETERY SERVICES & SUPPLIES:**1) Services Provided**

The licensed cemetery services provided by the *CEMETERY* shall be comprised primarily of but not limited to the following:

- (a) i) in-ground *INTERMENT RIGHTS*
ii) common ground *SCATTERING RIGHTS*

- (b) with regard to a *LOT* or *PLOT*:
 - i) opening and closing of an interment site
 - ii) construction of a *MARKER FOUNDATION*
 - iii) setting of *CORNER POSTS* or *FLAT MARKERS*
 - iv) providing a carrying or lowering device and/or ground cover for an interment
 - v) and preparing flower beds and planting, removing and caring for flowers and shrubs.

2) Supplies Provided

The licensed cemetery supplies that may be provided by the *CEMETERY* include interment *VAULTS* or *LINERS*, *MARKER FOUNDATIONS*, *CORNER POSTS* and single *LOT MARKERS*.

3) Rates Charged

All charges for licensed cemetery services and supplies listed in Sections (1) and (2) above shall be the rates shown on the current *PRICE LIST*.

4) Sales Contract Required

Sales of licensed cemetery services and supplies shall take place by the completion of a *SALES CONTRACT* and any other documents that the *ACT* or the *CEMETERY* may require.

5) Price List Availability

The *PRICE LIST* shall be made available to the general public and all other interested parties in accordance Section 33 of the *ACT* and Sections 68 and 69 of the Regulations made thereunder.

6) Pre-Sales Contract Disclosures

Before a *SALES CONTRACT* for the provision of any licensed services and supplies is drawn and signed, the *CEMETERY* representative shall ensure that all information and offers to provide same that are prescribed under Section 113 of the Regulations made under the *ACT* are provided for.

7) Basic Facts Sheet Provided

The attending *CEMETERY* representative shall provide a prospective purchaser with the *Basic Facts Sheet* prepared by the *CEMETERY*. Such *Basic Facts Sheet* shall contain the information and offers of same as prescribed under Section 113 of the Regulations made under the *ACT* and any other information that the *CEMETERY* deem to be relevant at the time of purchase and sale. The *CEMETERY* representative shall confirm that the sections of the *Basic Facts Sheet* containing the information prescribed by Section 113 of the Regulations under the *ACT* have been reviewed, offered and discussed with the prospective purchaser by having the

party(ies) intending to make the purchase initial the relevant sections of a duplicate ^ABasic Facts Sheet[@] facts sheet before the signing of the *SALES CONTRACT*. Such duplicate copy shall be retained on file for the same period of time as is prescribed for the *SALES CONTRACT* by the Regulations under the *ACT*.

8) Interment and other Supplies Arranged/Exclusive Supplier

All arrangements for the provision of the licensed services and supplies as listed in Sections 1) and 2) of this Part shall be made through the caretaker or *REPRESENTATIVE* designated as the contact person through which such arrangements are made. The opening and closing of interment spaces and the installation of *MARKER FOUNDATIONS* shall be done exclusively by the employees or contractors of the *CEMETERY*.

9) Pre-installation Review Required

No *MARKER* or *MARKER FOUNDATION* shall be installed nor any *MARKER* location staked out until the *PRE-APPLICATION REVIEW* for such as required in Section 3) of Part "H" of this By-law been applied for and approved. The fee for the *PRE-INSTALLATION REVIEW*(s) does not include the cost of the services and supplies being requested which must be covered by a *SALES CONTRACT* between the *CEMETERY* and the *MARKER* supplier or an *ACCEPTABLE* applicant.

10) Direct Cemetery Sales

Where licensed services and supplies are purchased from the *CEMETERY* subsequent to the issuing of a *PRE-INSTALLATION REVIEW* approval, the rates on the current *PRICE LIST* shall be deemed to include all costs and the *PRE-INSTALLATION REVIEW* application fee shall be applied as a credit to the total cost of the licensed services and supplies listed in the *SALES CONTRACT*.

11) Time Period for Installation Review Duration

The *CEMETERY* shall be allowed ten (10) working days from the date of the receipt of a *PRE-INSTALLATION REVIEW* application to approve or deny such application.

12) Pre-installation Review Duration

The *PRE-INSTALLATION REVIEW* approval for items listed in Section 11) of this Part shall remain in effect for 210 days from the date of issuance.

13) Pre-installation Review Approval Renewals

Renewals of *PRE-INSTALLATION REVIEW*(s) will be granted upon request for a nominal administration fee so long as the costs associated with the applicable *PRE-INSTALLATION REVIEW* do not increase. Where the fees are adjusted by an annual adjustment, the first renewal after any adjustment will be subject to the difference in such costs between the new and the preceding rate.

14) Pre-installation Review Denial

A denial of a *PRE-INSTALLATION REVIEW* approval shall be accompanied by a letter outlining the reasons for such denial. Such letter shall also outline any conditions that if met, would result in the approval of the *PRE-INSTALLATION REVIEW*.

15) Pre-installation Review Fee Refund

Where the *CEMETERY* is advised verbally, in writing or by telephone facsimile transmission

that a *MARKER* and/or *MARKER FOUNDATION* installation will not proceed and that no further application will be made, the *CEMETERY* shall refund the *PRE-INSTALLATION REVIEW* fee minus an amount equivalent to the cost of any inspection, travel time, mileage or other investigative or administrative time related to determining the acceptability of the original application.

16) Refund Time Period

The *CEMETERY* shall issue such refund without interest within 15 days of the receipt of the notice as outlined in Section 15 above.

17) Other Pre-Installation Review Conditions

Refer to Sections 2 to 7 inclusive of Part H" Installation of Markers and Memorials for additional *PRE-INSTALLATION REVIEW* conditions.

18) Amended Application

Where the *CEMETERY* is advised verbally or in writing that an amended proposal will be submitted in relation to a *MARKER* and/or *MARKER FOUNDATION* installation, the *CEMETERY* shall retain all sums submitted with the original *PRE-INSTALLATION REVIEW* application and any adjustment in the form of a refund or additional costs will be made upon the delivery of the final approval of the *PRE-INSTALLATION REVIEW*.

PART "G "

INTERMENT, DISINTERMENTS AND SCATTERINGS:

1) Eligible Remains

Interments and scatterings shall be restricted to whole, partial or fetal human or cremated human remains.

2) Scattered Remains Deemed to be Non-recoverable

Once a scattering of cremated human remains has been carried out in an *APPROVED SCATTERING GROUND*, or done elsewhere in any of the *CEMETERY* without the knowledge and consent of the *CEMETERY*, such remains shall be deemed to be non-recoverable and no attempt whatsoever to recover such remains may be undertaken by the *CEMETERY* or any other parties or individuals.

3) Interment Supervision

The caretaker or other appointed *REPRESENTATIVE* shall be in attendance at each interment, disinterment or scattering.

4) Required Documents for Interment or Scattering

The following documentation shall be completed and provided to the *CEMETERY* prior to each interment or scattering:

- (a) the signed *SALES CONTRACT*,
- (b) the Direction to Inter/Request for Opening & Closing or Scattering form signed by the *INTERMENT* or *SCATTERING RIGHTS HOLDER* or their legally appointed agent,
- (c) the appropriate Burial Permit or Cremation Certificate,
- (d) a copy of the current *CERTIFICATE OF INTERMENT* or *SCATTERING RIGHTS* or Deed relating to the *LOT, PLOT* or *SCATTERING GROUNDS* in which the disposition will take place if deemed necessary by the *CEMETERY*,
- (e) an information sheet containing the following information:
 - i) all given names of the deceased
 - ii) last place of residence with street address and postal code if applicable
 - iii) place of birth (if known)
 - iv) date of birth
 - v) age, date and place of death
 - vi) executor or empowered agent
 - vii) nearest surviving relative(s) if available

5) Arranging of Disinterments

Disinterments shall be arranged only through the designated *CEMETERY REPRESENTATIVE* assigned the duties of arranging such operations and deemed as being sufficiently experienced and knowledgeable to arrange and/or carry out such work.

6) Required Documents for Disinterment

The following completed documentation is required prior to the carrying out of any disinterment:

- a) the completed *SALES CONTRACT*;
- b) the Authorization to Disinter form signed by a party having the legal authority to request

such disinterment and the County Medical Officer of Health or their appointed representative;

- c) any other documents that the *CEMETERY* may deem necessary due to any unusual circumstances or survivor disagreement over the disinterment;
- d) written confirmation of the attendance at the applicant's expense of a licensed funeral practitioner who will provide an *ACCEPTABLE* container and carry out the transfer of any unencased remains to their re-interment site if deemed necessary;
- e) a Waiver form signed by the applicant requesting the disinterment relieving the *CEMETERY* and its contractor(s) of any claim against it for incidental damage that may occur to any previously buried containers or their contents during the disinterment process;
- f) written confirmation of the attendance at the applicant's expense of a concrete vault or liner supply company with an *ACCEPTABLE* device capable of lifting and transporting a vault or liner if deemed necessary by the *CEMETERY*; and
- g) written permission from the *INTERMENT RIGHTS HOLDER(s)* to carry out such disturbance.

7) Telephone Orders

Funeral directors will be permitted to place telephone orders for the opening and closing of an *INTERMENT SPACE* or for a scattering directly with the appointed *REPRESENTATIVE* charged with such responsibility. Neither the *CEMETERY* nor the *REPRESENTATIVE* shall be held responsible for any errors that may arise from such verbal orders. The appropriate written documentation must be delivered to the *REPRESENTATIVE's* address within the following 24 hours. With the exception of a *SALES CONTRACT*, delivery of such documents by telephone fax transmission where possible will be deemed to be an *ACCEPTABLE* form of delivery.

8) Interment Scattering Rights Holder's Consent

No interment or scattering shall be done without the written Direction to Inter/Request for Opening and Closing or Scattering form being signed by the *INTERMENT* or *SCATTERING RIGHTS HOLDER*, their legally empowered agent or executor. The *CEMETERY* may require that *ACCEPTABLE* proof of legal empowerment be provided if deemed necessary. Where the *INTERMENT* or *SCATTERING RIGHTS* are held jointly by two or more parties, a Direction to Inter or Scatter will be accepted from any of those parties or their legally empowered representatives provided that the interest of the *INTERMENT* or *SCATTERING RIGHTS HOLDER* was clearly defined at the time of purchase of said *INTERMENT* or *SCATTERING RIGHTS* and so appears in the *CEMETERY* records.

9) Advance Notice of Interment

Notice of an interment or scattering **must** be delivered to the location used as a cemetery office/home workspace by the *REPRESENTATIVE* in writing or fax transmission not less than thirty six (36) hours prior to the proposed time of such interment or scattering.

10) Deemed Interment Time

For the interment of non-cremated remains, the time of the commencement of the service at the church or funeral home shall be deemed to be the time of the interment unless mutually agreed

to by the *REPRESENTATIVE* and the Funeral Director. Seasonal restrictions on interments may also apply as outlined in Section (13) of this Part.

11) Interment Days

No interment, committal services or scatterings shall take place on any Sunday or Statutory Holiday. An interment shall however proceed where an Order of the Medical Officer of Health directing that burial must take place within 24 hours of death is issued in accordance with the regulations of the Ontario Ministry of Health for the control of communicable diseases.

12) Late Funeral Arrivals

Funerals arriving at the *CEMETERY* at such an hour that would require employees or a contractor of the *CEMETERY* to work beyond their normal working hours shall be subject to the fees as set out in the Fees and Services By-law. The responsibility for payment of such charge(s) shall be deemed to rest with the Funeral Director providing the service.

13) Seasonal Restrictions

In ground interments shall cease annually in all of the *CEMETERIES* as soon as snow removal would be required in order to permit the laying out and opening of the *INTERMENT SPACES* or sufficient frost penetration has occurred into the ground to prevent the easy removal, saving and restoration of sod ground cover or the ground is deemed unfit for safe vehicular and/or machinery travel or December 1st, whichever occurs first.

Where it is determined that conditions such as soft soil caused by Spring thaws or excessive rainfall or other unsuitable conditions exist that may make the ground potentially hazardous to the safe travel of people and/or equipment for an interment, the Funeral Director shall be advised to make arrangements for a committal service to be held at a location of his/her choosing and that arrangements must be made to store the remains at their expense until the site is restored to a sufficiently safe condition to allow the interment to proceed.

14) Season for Disinterment

Disinterments shall only take place from May 1st to October 31st and at the convenience of the *CEMETERY* and its contractors unless such is ordered by the Medical Officer of Health, a Coroner or other authority having jurisdiction.

15) Handling Unencased Disinterred Remains

Where it is determined that the original interment of remains did not take place in a concrete vault or liner or steel outer case or it is discovered that such original container is damaged beyond the point where it can safely be lifted and carried, arrangements must be made for a licensed Funeral Director to be present. Such Funeral Director must be prepared to enter the excavation and manually remove the remains and place them in the *ACCEPTABLE* container provided by him/her for such purpose.

16) Extra Depth Disinterment

The disinterment of remains that were interred in an *EXTRA DEPTH INTERMENT* shall not be permitted unless the original interment was done in a concrete vault or liner or such is ordered by a Coroner or other authority having jurisdiction.

17) Extra Cost

The cost of all additional extra width disturbance of surrounding *LOTS* and *PLOTS* and any

shoring required in order to meet the excavation safety requirements of the Occupational Health and Safety Act of Ontario in order to carry out an *EXTRA DEPTH* disinterment shall be the responsibility of the applicant. The hourly rate charged for such additional labour shall be the same as the late funeral arrival charge *APPROVED* for that cemetery. This charge shall be an additional cost over and above the normal *APPROVED* disinterment charge(s) for that cemetery.

18) Interment of Stored Remains

The interment of all whole remains placed in storage shall be made at a time determined by the *REPRESENTATIVE* and the Funeral Director involved.

19) Notice Not Given

The *CEMETERY* is not bound to give prior notice of the pending interment of any stored remains to the next of kin. The attendance at such interments by the next of kin is not encouraged and such will only be notified in unusual circumstances.

20) Extra Depth Interments Restrictions

Except where required as a measure of last resort to correct an encroachment into a *LOT* or *PLOT* by a previous interment where such *LOT* is owned by a different *HOLDER*, or where granted because of the date of purchase of the *RIGHTS* being exercised, *EXTRA DEPTH INTERMENTS* will not be permitted in the *CEMETERY*. All *EXTRA DEPTH INTERMENTS* shall be done in a concrete *LINER* or *VAULT*.

21) Minimum Container Strength

All containers or caskets used to transport and inter human remains in the *CEMETERY* shall be constructed of material having a minimum tensile and compressive strength equivalent to that of 3/4"(19.5 mm) thick pine and shall be adequately constructed to permit normal handling to occur without assembly failure. Containers not meeting these minimum criteria shall be enclosed in an outer container that will permit such handling.

22) Maximum Number of Interments

The maximum number of interments of adult sized containers or caskets that may be done in any one adult sized *LOT* or *GRAVE* shall be one (1).

23) Maximum Number of Urn Interments

The maximum number of interments of urns shall be as follows:

- a) in a *REGULAR CREMATION LOT*, (2) two urns
- b) in a *PREMIUM CREMATION LOT*, (4) urns
- c) in any *SMALL CHILD/INFANT LOT*, (2) two urns subsequent only to the interment of the fetal or whole remains of a small child or infant or the interment of the cremated remains of same
- d) in an adult sized *LOT*, *GRAVE* or *INTERMENT SPACE*, (5) five urns. One (1) additional urn may be interred in a *LOT*, *GRAVE* or *INTERMENT SPACE* where such interment is memorialized by an inscription on the *PRIMARY MARKER*. A sixth urn interment may take place where an interment of non-cremated remains will not occur in such *LOT* or space and the cremated remains will also be memorialized on the *PRIMARY MARKER*.

24) Non-disturbance of Cremated Remains

In order to minimize the disturbance to interred cremated remains, the interment of urns shall not be permitted in any part of a *LOT* or *PLOT* that is designated for the interment of intact remains until such interments have occurred or the *CEMETERY* are provided with a Waiver signed by all parties holding an interest in such *LOT* or *PLOT*. Such Waiver shall relinquish the right to intact whole or partial body interments in the entire *LOT*, *GRAVE* or *INTERMENT SPACE* where the urn interment(s) will take place.

25) Number of Scatterings Permitted

The maximum number of scatterings attached to each *SCATTERING RIGHT* shall be one (1).

26) Maintaining Existing Grades

Mounds shall not be permitted on any *LOTS* or *PLOTS* and where such are created or the *LOT* grading is altered in a manner not *ACCEPTABLE* to the *CEMETERY*, such alterations shall be corrected by the *CEMETERY* at the expense of the *INTERMENT RIGHTS HOLDER(s)*.

27) Reduced Number of Spaces

The *CEMETERY* shall not be responsible for the reduction in the number of *INTERMENT SPACES* or *GRAVES* in any *LOT(s)* or *PLOT(s)* that may occur because of the installation of concrete vaults, liners or other outer containers. The *CEMETERY* will attempt to keep *INTERMENT RIGHTS HOLDERS* advised of any possible reductions that may occur at the time of any planned interments.

28) Vaults or Liners wider than 815mm (32")

Funeral Directors or the parties arranging a full sized interment shall be responsible for notifying the cemetery *REPRESENTATIVE* when they intend to install a *VAULT* or *LINER* exceeding 815 mm (32") in width. Such notice may be verbal or written and must be given at the time of the original request for the interment.

When so notified, the *REPRESENTATIVE* shall make a determination as to whether the proposed oversized installation will create an encroachment into any adjacent *LOT* or *PLOT* not owned by the *HOLDER* of the *LOT* or *PLOT* where the interment will take place.

29) Limited Space Remaining within Lot or Plot

Where it is determined that there is sufficient space within the subject *LOT* or *PLOT* for the oversized vault or *LINER* to be used, but that such installation will reduce the remaining space to less than 815 mm (32"), but more than 760 mm (30"), a written Waiver shall be obtained from the *HOLDER* or their legally empowered representative clearly stating that any further whole body interments in that *LOT* or *PLOT* will be done in a casket or container less than 760 mm (30") in width.

30) Less than Sufficient Space Available

Where it is determined that previous interments have reduced the remaining space in a *LOT* or *PLOT* to less than that required for the installation of the proposed *OVERSIZED VAULT* or *LINER*, the *REPRESENTATIVE* shall notify the applicant that the interment cannot take place until an agreement that is mutually acceptable to all parties is negotiated and agreed to in writing.

31) Interment Request Refused

The *CEMETERY* reserves the right to refuse to carry out any interment in any *LOT* or *PLOT* against which there are unpaid charges. Such interment shall not take place until all such outstanding balances are paid or the interment is ordered by the Medical Officer of Health or a court, or a waiver as per Section 32 of this Part is agreed to.

32) Agreement to Pay Outstanding Charges

Except as provided in Section 33 of this Part, the *CEMETERY* may temporarily agree to defer the payment of any outstanding charges or fees levied against any *LOT* or *PLOT* if agreement to pay such unpaid monies and the amounts thereof are included in the *SALES CONTRACT* completed for the arrangement of the requested interment and a payment of not less than fifty percent (50%) of the total outstanding balance due in the *SALES CONTRACT* is made prior to the interment.

33) Section 32 shall not be applicable where such outstanding balance is owing from the original purchase of the *INTERMENT RIGHTS* being exercised.

34) Animal Interments

The interment of the remains of animals shall not take place in any of the *CEMETERY*.

35) Funeral Hours

Funerals, grave-side interment services and/or any other type of commemorative services shall take place and be completed only between the hours of 9:00 AM and 4:00 PM on Mondays to Fridays, and on Saturdays between 9:00 AM and 1:00 PM excluding all Statutory Holidays. Funerals or services not completed within the above times shall be subject to the *APPROVED* additional late charge rates.

PART "H"

INSTALLATION OF MARKERS, MEMORIALS AND OTHER WORKS:

For the purpose of this By-law, readers should fully familiarize themselves with the definitions attributed to the various types of *MARKERS* that are contained in Part "C". Particular attention must be paid to the defined differences between the terms *COMPANION MARKER*, *FLAT MARKER*, *SLOPED/PILLOW MARKER*, *TEMPORARY MARKER* and *UPRIGHT MARKER*. The term "monument" is rarely used in this BY-LAW as the term has a specific legal definition in law in relation to the marking out of property boundaries.

Other details and policies relating to *MARKER PRE-INSTALLATION REVIEWS* are contained in Sections 11 to 18 inclusive of Part "F", "Sales of Cemetery Supplies and Services" of this *BY-LAW*.

1) Markers, Memorials Improvements Prohibited by Outstanding Charges

The installation of *MARKERS*, other memorials and/or improvements or decoration of any type shall not be permitted on any *LOT* or *PLOT* or part thereof until any outstanding balance of the purchase price of the *INTERMENT RIGHTS* or any other charges or fees levied against such *LOT* or *PLOT* are paid in full.

2) Pre-installation Review Required

A *PRE-INSTALLATION REVIEW* shall be applied for and approved by the *CEMETERY REPRESENTATIVE* prior to the installation of any *MARKER(s)* or any other improvements on any *LOT* or *PLOT*. Such *PRE-INSTALLATION REVIEW* shall be applied for by the *INTERMENT RIGHTS HOLDER* or any other party presenting written confirmation of their authority to do so at the *CEMETERY*= address for service or the address of the appointed *REPRESENTATIVE*.

3) Incomplete Pre-installation Review Application Returned

Incomplete *PRE-INSTALLATION REVIEW* applications or those with insufficient information on them shall be returned to the applicant. Approval of the application will not proceed until the *REPRESENTATIVE* is satisfied that he/she has sufficient information to make an informed decision without incurring excessive time and travel costs to the cemetery in question.

4) Pre-installation Review Fee

The fee shown on the *PRICE LIST* shall accompany all *PRE-INSTALLATION REVIEW* applications at the time of submission.

5) Pre-Installation Review Fee Credit

When an *INTERMENT RIGHTS HOLDER* or authorized agent enters into a *SALES CONTRACT* with the *CEMETERY* for the installation of a *MARKER* and/or a *MARKER FOUNDATION* subsequent to a *PRE-INSTALLATION REVIEW* approval, the cost of such *PRE-INSTALLATION REVIEW* shall be applied as a credit in favour of the *HOLDER*. Such credit shall be applied against the amount shown on the *SALES CONTRACT* for the services and supplies as per the *PRICE LIST*.

6) Marker Foundation Required

A foundation made of cast-in-place concrete only shall be installed beneath *COMPANION*, *SLOPED/PILLOW* and *UPRIGHT MARKERS* and beneath *FLAT MARKERS* that exceed 760 mm (30") in any dimension.

7) Reduced Interment Space Length

INTERMENT RIGHTS HOLDERS wishing to install *MARKERS* must ensure that any foundation installed will not reduce the remaining length of the *LOT* or *PLOT* to a size that will cause the projection of a casket or other container into an adjoining *LOT* or *PLOT* where the *INTERMENT RIGHTS* in the abutting *LOT* or *PLOT* are not owned by that same *HOLDER*. Where such reduction occurs, the *HOLDER* shall provide the *CEMETERY* with a waiver relinquishing the right to any adult sized interment in the reduced *INTERMENT SPACE* and/or in any similarly reduced and abutting co-owned *LOT(S)* or *PLOT(S)*.

8) Concrete Strength

Concrete for a *MARKER FOUNDATION* shall have a minimum 28 day compressive strength of 20 MPa.

9) Minimum Foundation Depth

The minimum depth of any *MARKER FOUNDATION* shall be 1.42 M. (4'-8") below the ground level immediately adjacent to the proposed location of the *MARKER*.

10) Top of Large Flat Marker Foundations

The top of a *FLAT MARKER* foundation that exceeds 762 mm (30") in length shall be recessed into the ground so that the uppermost edges of such *MARKERS* will not project above the adjoining ground when the *MARKER* is installed.

11) Marker Foundation Top and Perimeter Finish

Where the top perimeter of a *MARKER FOUNDATION* will remain visible after the *MARKER* installation due to the size and height requirements specified in this Part, the perimeter of the foundation top shall be formed straight, level and square, trowelled smooth and the edges finished with an edging tool.

12) Final Foundation Top Elevations

Except for *COMPANION* and *SLOPED/PILLOW MARKER FOUNDATIONS* which shall have the final elevation of the top set in accordance with the conditions set out in Part "C", "Definitions" of this *BY-LAW*, and for *FLAT MARKERS* exceeding 762 mm (30") in any dimension, the final top elevation of *MARKER FOUNDATIONS* shall be highest point of the ground immediately abutting the foundation.

13) Length and Width of Foundations

Except when required for a *FLAT MARKER*, all *MARKER FOUNDATIONS* shall be cast 100 mm (4") longer and wider than the base or *MARKER* that they support.

14) Private Structures not Permitted

The installation of above or in-ground *PRIVATE STRUCTURES* other than *VAULTS* or *LINERS* designed to contain whole or cremated human remains is not permitted in the *CEMETERY*.

15) Clean Excavation Required

Excavations for foundations shall have all sides cut straight and plumb and any loose material shall be removed prior to the placing of any concrete.

16) Maximum Permitted Number and Types of Markers

Subject to the size and type limitations set out in Sections 19) and 20) of this Part, the maximum number and types of *MARKERS* or combinations thereof that may be installed on a *LOT, GRAVE, PLOT* or *DESIGNATED GROUPING* shall be as follows:

- a) for a *SCATTERING RIGHT*: one (1) *FLAT MARKER* set in the area designated for such *MARKERS*;
- b) on a *REGULAR CREMATION LOT*: one (1) *FLAT MARKER*;
- c) on a *PREMIUM CREMATION LOT*: two (2) *FLAT MARKERS* or one (1) *FLAT MARKER* and one (1) *COMPANION, SLOPED/PILLOW* or *UPRIGHT MARKER* subject to size limitations for such *MARKERS* as set out in Section 19 of this Part;
- d) on each *SMALL CHILD/INFANT LOT*: two (2) *FLAT MARKERS* ;
- e) on each single *LOT*, or a *GRAVE* sold historically as a separate *INTERMENT RIGHT* less than 1.22 M (4'-0") in width: three (3) *FLAT MARKERS* or two *FLAT MARKERS* and one (1) *PRIMARY SLOPED/PILLOW* or *COMPANION MARKER*;
- f) on each single *LOT* sold as a separate *INTERMENT RIGHT* 1.22 M (4'-0") or more in width: three (3) *FLAT MARKERS* or two (2) *FLAT MARKERS* and one (1) *PRIMARY SLOPED/PILLOW* or *COMPANION MARKER* or *UPRIGHT MARKER*. The dimensions of an *UPRIGHT MARKER* on such a *LOT* shall not exceed the maximum dimensions prescribed for a *MARKER* on a *PREMIUM CREMATION LOT*;
- g) on each *PLOT* or *DESIGNATED GROUPING*:
 - i) for a *PLOT* or *DESIGNATED GROUPING* that contains an even number of *INTERMENT SPACES* or *GRAVES* laid out side by side in a row; one (1) *PRIMARY UPRIGHT, SLOPED/PILLOW, COMPANION* or *FLAT MARKER* installed on the centre line between an adjoining pair of *INTERMENT SPACES* and two (2) *SECONDARY FLAT MARKERS* on each *INTERMENT SPACE* or *GRAVE*,
 - ii) for a *PLOT* or *DESIGNATED GROUPING* that contains an odd number of *LOTS, INTERMENT SPACES* or *GRAVES* that are laid out side by side in a row; one (1) *PRIMARY UPRIGHT, SLOPED/PILLOW, COMPANION* or *FLAT MARKER* with such *MARKER* being centred on the middle *INTERMENT SPACE, LOT* or *GRAVE* of an assembly or *DESIGNATED GROUPING* comprised of an odd number of *INTERMENT SPACES* or *GRAVES* within the *PLOT* and the same as g)(i) above for each remaining pair of *LOTS, INTERMENT SPACES* or *GRAVES*. The maximum number of *SECONDARY FLAT MARKERS* permitted on each *LOT, INTERMENT SPACE* or *GRAVE* shall be two (2).
- h) Mount Pleasant Cemetery: Flat marker section retained: The Western Section of the Mount Pleasant Cemetery that was redesigned and approved by the Council of the former Township of Sarawak and the predecessor to the current Provincial Ministry that regulates cemeteries in the Province of Ontario and is entitled as "A Plan of Addition to the Mount Pleasant Cemetery" prepared by Mr. J. C. Milne, O.L.S. dated March 31, 1972

and in which memorialization was restricted to the installation of flat markers only, regardless of the size of the *LOT* or *PLOT* shall retain such restriction.

NOTE 1:

SECONDARY MARKERS are intended to memorialize the interment of cremated remains up to the maximum permissible number as permitted in Section 23 of Part "G" of this *BY-LAW*. Each *SECONDARY MARKER* may have the names of two persons inscribed on it. The installation of foot-markers on an *INTERMENT SPACE* or *GRAVE* shall however reduce the number of permitted *SECONDARY MARKERS* by an equivalent number. With the exception of *CORNER POSTS*, not more than two (2) *SECONDARY MARKERS* shall be installed on an *INTERMENT SPACE* or *GRAVE*.

NOTE 2:

For the purpose of designating a grouping of two or more *INTERMENT SPACES* or *GRAVES* for *MARKER* installations as permitted in g)(i) and (ii) above, no individual *INTERMENT SPACE* or *GRAVE* shall be permitted to be designated as simultaneously being part of more than one (1) *PLOT* or pair or larger *DESIGNATED GROUPING* of *INTERMENT SPACES* or *GRAVES*.

17) Marker Numbers on Specific Old Plots

Where an *OLD PLOT* shown on a *PLAN* contains more than two *INTERMENT SPACES* or *GRAVES* and such is in an area with similar *PLOT* configurations, the maximum number of above ground *MARKERS* permitted on such *OLD PLOTS* shall be one (1).

18) Shared Marker Plots

Where a *PLOT* is pre-designated on a *PLAN* as being comprised of *INTERMENT SPACES* that have their ends abutting a mutual space intended for the sharing of an *UPRIGHT PRIMARY MARKER* that will have inscriptions on both sides, only one (1) *UPRIGHT MARKER* shall be permitted in the space provided.

19) Marker Size Limitations

MARKERS shall not exceed the following maximum size limitations as specific to their location:

a) for a *SCATTERING RIGHT*: 405 mm X 760 mm (16" X 30") with a maximum thickness of 100 mm (4");

b) on a *REGULAR CREMATION LOT*: 360 mm X 610 mm (14"X 24") with a maximum thickness of 100 mm (4");

c) on a *PREMIUM CREMATION LOT*:

i) *PRIMARY FLAT* or *COMPANION MARKER*:

Maximum horizontal dimensions: 710 mm X 405 mm (28" X 16"). Minimum thickness: 100 mm (4")

Maximum thickness: 150 mm (6").

ii) *PRIMARY SLOPED/PILLOW MARKER*:

Maximum horizontal dimensions: 710 mm X 405 mm (28" X 16") and conforming to height limitations set out in Part C, "Definitions" of this *BY-LAW*.

iii) *PRIMARY UPRIGHT MARKER:*

Maximum horizontal dimensions of base:

710 mm (28") in length with a minimum width of 305 mm (12") and a maximum width of 360 mm (14").

Height of base:

Minimum 150 mm (6"), Maximum 200 mm(8").

Maximum horizontal width of die: 560 mm (22")

Maximum combined height of base and die: 915 mm (36")

Diestone thickness to conform to Section 29 of this Part.

d) on a *SMALL CHILD/INFANT LOT:*

i) where the *LOT* is less than 610 mm (24") wide, Maximum size: 355 mm X 305 mm (14" X 12")

(ii) where the *LOT* is at least 610 mm (24") wide, Maximum size: 460 mm X 355 mm (18" X 14")

(iii) Minimum thickness for i) and ii) above to be 75 mm (3"), maximum 100 mm (4")

e) on a single adult sized *LOT* or *GRAVE* less than 1.22 M (4'-0") in width:

i) *PRIMARY SLOPED/PILLOW, COMPANION* or *FLAT MARKER:* 355 mm X 610 mm (14" X 24") horizontal dimensions with maximum thickness of 100 mm (4") for *FLAT* and *COMPANION MARKERS* and *SLOPED/PILLOW MARKERS* conforming to height limitations set out in Part "C", "Definitions".

(f) on a single adult sized *LOT* or *GRAVE:* 1.22 M(4'-0") or more in width: **Note: Limited to Mount Pleasant and Oxenden Cemetery.**

i) *PRIMARY SLOPED/PILLOW, COMPANION* or *FLAT MARKER:* 355 mm X 610 mm (16" X 28") horizontal dimensions with maximum thickness of 100 mm (4") for *FLAT* and *COMPANION MARKERS* and *SLOPED/PILLOW MARKERS* conforming to height limitations set out in Part "C", "Definitions"

ii) *PRIMARY UPRIGHT MARKER:*

Maximum horizontal dimensions of base: 710 mm (28") in length with a minimum width of 305 mm (12") and a maximum width of 360 mm (14").

Height of base:

Minimum 150 mm (6"), Maximum 200 mm(8").

Maximum horizontal width of die: 560 mm (22")

Maximum combined height of base and die: 910 mm (36")

Diestone thickness to conform to Section 29 of this Part.

g) on a two (2) *INTERMENT SPACE PLOT* or *DESIGNATED GROUPING* of two (2) *INTERMENT SPACE* or *GRAVES* being part of an *OLD PLOT:*

i) *PRIMARY FLAT* or *COMPANION MARKER:* Horizontal dimensions: 1066 mm X 460 mm (42" X 18"). Minimum thickness: 100 mm (4") Maximum thickness 150 mm (6").

ii) *PRIMARY SLOPED/PILLOW MARKER*: Maximum horizontal size: 1066 mm X 460 mm (42" X 18") and conforming to height limitations set out in Part C", "Definitions" of this *BY-LAW*.

iii) *PRIMARY UPRIGHT MARKER*: Maximum horizontal dimensions of base: 1066 mm (42") in length with a minimum width of 305 mm (12") and a maximum width of 405 mm (16").

iii) *PRIMARY UPRIGHT MARKER*:

Height of base: Minimum 150 mm (6"), Maximum 200 mm (8").(Maximum horizontal width of die: 990 mm (39") Maximum combined height of base and die: 1066 mm (42") Diestone thickness to conform to Section 29 of this Part.

h) on a three (3) *INTERMENT SPACE PLOT* or three (3) *GRAVE DESIGNATED GROUPING* forming part of an *OLD PLOT*:

i) *PRIMARY FLAT* or *COMPANION MARKER*:

Maximum horizontal dimensions 1220 mm X 457 mm (48" X 18"): Minimum thickness of 100 mm (4"), Maximum thickness 150 mm (6").

ii) *PRIMARY SLOPED/PILLOW MARKER*:

Maximum horizontal dimensions 1220 mm X 457 mm (48" X 18") and maximum height limitations set out in Part "C", "Definitions" of this *BY-LAW*.

iii) *PRIMARY UPRIGHT MARKER*:

Maximum horizontal dimensions of base: 1525 mm (60") in length and minimum width of 305 mm (12"), maximum width of 405 mm (16").

Height of base: Not less than 150 mm (6") nor more than 250 mm (10").

Maximum horizontal width of die: 1448 mm(57")

Maximum combined height of base and die:1066 mm (42")

Diestone thickness to conform to Section 29 of this part.

Note: there is no sub-section i)

j) on a *PLOT* or *DESIGNATED GROUPING* of more than three (3) *LOTS*, *INTERMENT SPACES* or *GRAVES*:

i) *PRIMARY FLAT* or *COMPANION MARKER*: same as g) i) above:

ii) *PRIMARY SLOPED/PILLOW MARKER*: same as g) ii) above:

iii) *PRIMARY UPRIGHT MARKER*:

Maximum horizontal dimensions of base: length not to exceed 2/3 of width of the PLOT or grouping with a minimum width of 305 mm (12") and a maximum width of 405 mm (16").

Height of base: Minimum 150 mm (6"), Maximum 250 mm (10").

Maximum horizontal length of die: 75mm (3") less than the length of the base:

Maximum combined height of base and die:1066 mm (42")

Diestone thickness to conform to Section 29 of this part.

k) *SECONDARY MARKERS* installed on a *LOT*, *INTERMENT SPACE* or *GRAVE* in any

configuration listed in c), d), e), f), g) or h) above shall be *FLAT MARKERS*. Maximum horizontal dimensions shall be 360 mm X 610 mm (14" X 24"). Minimum thickness shall be 75 mm (3") and maximum thickness 100 mm (4").

20) Temporary Markers Permitted

Subject to the time, material, size restrictions and administrative requirements set out in Sections 21 to 28 inclusive of this Part, *TEMPORARY MARKERS* may be installed to memorialize an interment or scattering on the site where such disposition has taken place.

21) Temporary Marker Pre-installation Review

TEMPORARY MARKERS shall be subject to the same *PRE-INSTALLATION REVIEW* administrative requirements and fees, including setting fees, as those set out in this Part and the *PRICE LIST* for permanent *MARKERS*.

22) Care and Maintenance Fund Amount Not Payable

A *MARKER MAINTENANCE CONTRIBUTION* to the *CARE AND MAINTENANCE FUND* is not required for the installation of a *TEMPORARY MARKER*.

23) Temporary Marker Time Period Restriction

TEMPORARY MARKERS may only be installed from the date of the memorialized disposition until December 1st of the year following that interment.

24) Shape and Inscription Acceptable

TEMPORARY MARKERS shall be subject to the same **I** requirement that their shape and any inscription thereon be *ACCEPTABLE* to the *CEMETERY*.

25) Temporary Marker Material

TEMPORARY MARKERS shall be constructed of material that will not shatter if such come in contact with light maintenance equipment or parts thereof such as trimmer string and/or other hand or mechanized tools used for turf maintenance. Materials such as non-manufactured dressed or undressed wood or lumber, steel or iron, aluminium, composite hard plastic, fibreglass or epoxy products may be acceptable provided they meet the shatterproof requirement. Soft plastic, glass, ceramic or other crockery type materials will not be accepted.

26) No Sharp Points or Edges Permitted

No *MARKER(S)* of any type shall be permitted to have any parts or portions on them that come to a point that could cause the penetration of an eye, ear or the skin. Furthermore, no *MARKER(S)* shall be permitted to have any sharp edges on them that can easily cause a cut to the skin should light accidental contact occur.

27) Securing Temporary Markers

All *TEMPORARY MARKERS* shall be secured in place by a bottom spike not less than 6.5 mm (1/4") in diameter that will penetrate not less than 250 mm (10") into the ground.

28) Temporary Marker Size

TEMPORARY MARKERS shall be restricted to the following maximum size dimensions.

Maximum width: 460 mm (18")

Maximum height: 610 mm (24")

Maximum thickness: 200 mm (8")

29) Diestone Thickness

Except as permitted in Sections 30 and 35 of this Part, all diestones on *UPRIGHT MARKERS* shall be of sufficient thickness to ensure that a horizontal force of not less than 100 lbs. applied at their highest point will be required to push the die over while tested in a free-standing unsecured position with no adhesive between the die and the base. The force required to topple a die shall be calculated by applying the dimensions of the die to the formula shown in the information sheet: "Upright Marker – Force Required to Topple Calculation".

30) Diestone Thickness Exemptions

The one piece slab-type *UPRIGHT MARKERS* that are provided to veteran military personnel by Veterans Affairs Canada or the Last Post Fund and which are set in a concrete foundation are exempted from the requirements of Section 29 of this Part.

31) Tapered Diestones

UPRIGHT MARKERS which have a near vertical sloped face on them for inscription purposes will be acceptable provided the diestone is not less than 200 mm (8") in thickness at its base and not less than 75 mm (3") in thickness at its top and is not more than 600 mm (24") in height above its base. A calculation using the formula referred to in Section 29 of this Part must also show that a force of at least 100 lbs. would be required to topple the die.

32) Marker Materials

All *MARKERS* shall be constructed from *ACCEPTABLE* grades of material as specified herein:

- a) *PRIMARY COMPANION, SLOPED/PILLOW, UPRIGHT, and SECONDARY FLAT MARKERS*: granite only.
- b) *FLAT PRIMARY MARKERS*: granite only or bronze attached to a granite or concrete base.

33) Bronze Primary Marker Support

Bronze tablets attached to a supporting structure in order to form a specific type of *PRIMARY MARKER* as defined in this *BY-LAW*, shall be attached only to materials as specified herein:

- a) *FLAT MARKER*: concrete or granite subject to the limitations as listed in Section 40 of this Part.
- b) *COMPANION, SLOPED/PILLOW or UPRIGHT MARKER*: granite only subject to all size limitations as listed in this Part for each type of *MARKER*.

34) Granite Secondary Marker Restriction

SECONDARY MARKERS shall be made from granite only. This *BY-LAW* is enacted to minimize the possible damage that might occur to bronze *MARKERS* by grounds maintenance and other equipment.

35) Reduced Diestone Thickness with Dowels

Diestones of a thickness that would require less than a 100 lb. horizontal force to topple them may be permitted if they are connected to their bases by means of stainless steel or chromium plated dowels penetrating not less than 150 mm (6") up into the diestone and not less than 150 mm (6") downward into the base.

36) Dowell Installation Specs

Holes for dowels shall be no greater than 3 mm (1/8") in diameter than the dowels to be used. The dowels need not be set in adhesive but the joint between the base and the diestone shall be made with setting compound and lead shims.

37) Sub-base Installed

Where one or more sub-bases are installed between the main base and the uppermost diestone(s), the requirement for the minimum 100 lb. force to topple or for dowelled connections shall be applicable. The upper parts of such *MARKER* installations must pass the 100 lb. force to topple formula or be connected to the lower sections by dowels until the combined assembly meets the 100 lb. force criteria.

38) Sub-bases or Sub-slabs

Sub-bases and sub-slabs shall be constructed of same material as the diestone or *MARKER*.

39) Sub-slab dimensions

Sub-slabs installed beneath *FLAT*, *SLOPED/PILLOW* and *COMPANION MARKERS* shall not increase the overall dimensions of the assembled *MARKER* installation beyond the size limitations as listed in this Part for the type of *MARKER* they support.

40) Concrete Borders on Small Flat Markers

Smaller *PRIMARY* and *SECONDARY FLAT MARKERS* may be set with a smooth trowelled and edged concrete border provided that such assemblies conform to the following conditions:

- i) the size of the *MARKER* with borders does not exceed the maximum permissible dimensions for such *MARKERS* installed without a border;
- ii) the width of the border(s) do not exceed 75 mm(3") along all sides;
- iii) the upper edges of the *MARKER* do not project above the level of the border, and
- iv) the maximum permissible thickness for *FLAT MARKERS* is not exceeded.

41) Dignity of Inscription

No inscription shall be placed on any *MARKER* which, in the opinion of the *CEMETERY*, is not in keeping with their dignity and decorum.

42) Location of Inscription

Except as permitted in Sections 42) and 43) of this Part, no inscription(s), lettering or artwork shall be permitted on any side of a *MARKER* facing an adjoining *LOT* or *PLOT* where there is not room for an adult sized interment between the *MARKER* and the boundary of the *PLOT* on which the *MARKER* is located.

43) Family Name Inscription Permitted

The inscription of one family name only in a name block not exceeding 100 mm (4") in height will be permitted on one (1) *MARKER* face only where the distance between the *MARKER* and the *PLOT* boundary is less than that required under Section 42 above.

44) Narrow Side Inscriptions

Where there is not less than 600 mm (24") between the narrow side of a *MARKER FOUNDATION* and the boundary of a *PLOT*, the *CEMETERY* may permit the

interment of cremated or infant remains in that space if in the *REPRESENTATIVE'S* opinion such interment(s) will not create impediments to future interments. Such interments, if permitted, may be memorialized by an inscription on the narrow side of a diestone that is not less than 200 mm (8") in width. The 600 mm distance shall be measured perpendicular to the *MARKER FOUNDATION* edge to the *PLOT* boundary.

45) Marker Shape Approval

The *CEMETERY* may refuse to approve a *PRE- INSTALLATION REVIEW* for a *MARKER* installation where it deems that the shape and form of such *MARKER* is not in keeping with the dignity of the *CEMETERY*.

46) Statuary Restricted

Statuary may only be permanently installed on a *LOT* or *PLOT* where such is incorporated as part of an *UPRIGHT MARKER*. Statuary may also be installed as a *TEMPORARY MARKER* as defined in Part AC@ and subject to the restrictions set out in this Part for *TEMPORARY MARKERS*.

47) Statuary Dimensions

Statuary incorporated as part of an *UPRIGHT MARKER* are considered as diestones and shall conform to all requirements set out for *UPRIGHT MARKERS* in Sections 19, 29 and 35 of this Part.

48) Statuary Material:

Statuary incorporated as part of an *UPRIGHT MARKER* shall be constructed of granite only. The use of composite marble/epoxy material may be *ACCEPTABLE* where the *HOLDER* can provide sufficient evidence to the *CEMETERY* that such material will withstand exposure to the elements over time without any physical deterioration of the exposed surfaces.

49) Work or Installation Done without Pre-installation Review and Approval

Where it is discovered that work or an installation of any kind has been started, is in progress or has apparently been completed without a *PRE- INSTALLATION REVIEW* and approval by the *CEMETERY*, the *CEMETERY* may at its discretion remove such work or installation and return the site to its original condition without notice or compensation of any kind to the *HOLDER*, or any other persons or private or commercial entities involved in the non-approved work or installation.

50) Deviation from Approved Pre-Installation Review Approval

Where it becomes apparent to the *REPRESENTATIVE* that any installation, construction or other improvements to a *LOT* or *PLOT* are not in accordance with the drawings, sketches, specifications or other details as provided on the approved *PRE-INSTALLATION REVIEW* and approval, the *REPRESENTATIVE* may issue a Stop Work Order.

51) Stop Work Orders Universal

Stop Work Orders shall not be limited to work being carried out under this Part and may be issued against any other non-conforming work or work practices being done under any other Part(s) of this *BY-LAW*.

52) Form of Stop Work Order

The initial Stop Work Order may be verbally issued to the workers at the site by the

REPRESENTATIVE. Such order shall be confirmed in writing to the *HOLDER* or the *MARKER* dealer or supplier, or the contractor carrying out the work or to any readily recognized employee of any of the above. The written confirmation of any Stop Work Order shall be hand delivered to any of the above listed parties within four (4) normal working hours of the time of issue of the initial verbal order.

53) Stop Work Order Ignored

Where a *HOLDER*, contractor, *MARKER* dealer or their employees are ordered to stop any work in progress and such order is ignored, such party(ies) shall be considered as immediately being in trespass and shall be verbally ordered to make safe the site and leave the cemetery.

54) Failure to Leave Cemetery

Where persons ordered to leave the cemetery under Section 53 above refuse to do so, the police may be summoned to effectuate an orderly departure.

55) Failure to Make Safe

Where the parties ordered to leave the cemetery refuse to make the site safe prior to their departure, the work shall be deemed as abandoned and the *REPRESENTATIVE* shall arrange for the necessary corrections to be carried out under the provisions of Section 57 of this Part.

56) Partially Completed Work Deemed Abandoned

Where arrangements for the correction of partially completed non-conforming work stopped by a Stop Work Order are not made with the *CEMETERY* within thirty (30) days of the issue of such Order, the work shall be deemed to have been abandoned.

57) Cemetery May Reconstruct

Where work has been deemed abandoned under the provisions of any Parts of this *BY-LAW*, the *CEMETERY* may order the making safe and/or reconstruction of the site to the condition that existed prior to the start of such work. The cost of such repairs shall be levied as a charge against the *LOT* or *PLOT* on which such work was located.

58) Completed Non-Conforming Work Discovered

Where work is deemed to be completed by the *HOLDER*, *MARKER* supplier or contractor and it is discovered as not conforming to the drawings, specifications, sketches or details provided on or with the approved *PRE-INSTALLATION REVIEW*, the *CEMETERY* may order the correction, removal, storage and/or disposition of such non-conforming work or installation. All costs associated with carrying out the above corrective actions shall be levied as a charge against the *LOT* or *PLOT* on which such non-conforming installation or work was discovered.

59) Notice of Intent to Correct

Except where hazards deemed as a threat to the safety of workers and/or the general public must be corrected immediately, the *CEMETERY* shall notify the *HOLDER* of its intention to carry out any of the corrective actions listed in Sections 57 and 58 of this Part. Such notice shall be made in writing by registered mail to the last known address of the *INTERMENT RIGHTS HOLDER* shown in the *REGISTER* or any new address known to the *CEMETERY*.

60) Appeal of Notice of Intent to Correct

The *INTERMENT RIGHTS HOLDER* shall be allowed thirty (30) days from the mailing date of the Notice of Intent to Correct to request a hearing before a special Committee of Appeal

struck by the *COUNCIL* in order to attempt to arrive at a mutually acceptable solution to the matter.

61) Delivery of Request of Hearing

The request for a hearing by a Special Committee shall be delivered by hand or registered mail to the *CEMETERY* at its address for service.

62) Council to Strike Committee

COUNCIL shall strike a Special Committee of Appeal within twenty one (21) days of the receipt for the request of such an appeal.

63) Committee Make-up

Such Special Committee of Appeal shall be comprised of three members of whom one shall be a member of *COUNCIL*; one shall be an experienced cemeterian from a nearby municipality and the other a township ratepayer at large who is mutually acceptable to the appellant and *COUNCIL*.

64) Granting of Hearing

The Special Committee shall set a date for the hearing of the *HOLDER's* appeal or for the possible negotiation of a mutually acceptable solution within fourteen (14) days of its appointment.

65) Notice of Hearing

The Special Committee shall notify the *HOLDER* by registered or hand delivered mail of the date, time and place of the hearing. The date for such hearing may not be more than sixty (60) days from receipt of the Notice of Appeal by the *CEMETERY*.

66) Mutually Acceptable Date, Time and Place

The Special Committee may attempt to arrive at a date, time and place mutually acceptable to itself and the *HOLDER* for such hearing. Where such is not possible, the committee shall set a date and ensure that such date affords the *HOLDER* not less than seven (7) days notice from the time of *HOLDER's* receipt of such notice.

67) One Postponement Permitted

When a date set for such hearing is not acceptable to the *HOLDER*, the *HOLDER* may request that the hearing date and time be reset one time only. The Special Committee shall take under advisement such times that may be acceptable to the *HOLDER* if such are provided and acceptable to it.

68) Failure to Appear

Where the *HOLDER* fails to notify the Special Committee in writing of his/her inability or unwillingness to appear on the date and/or at the time and place of the first and/or second scheduled hearing and does not provide the Special Committee with any written, electronic, audio or visual submission and does not request a postponement of the first hearing as provided for in 67 above, the appeal shall be deemed to have been abandoned and the Special Committee shall deal with the original matter as it sees fit.

69) Failure to Appeal

Where a Notice of Appeal is not received by the *CEMETERY* within the prescribed time period

set out in 60 above, the *CEMETERY* may proceed with intended corrective actions or work.

70) Decision Firm and Binding

Notwithstanding possible recourse by the *HOLDER* to a court of competent jurisdiction, the decision of a Special Committee of Appeal shall be firm and binding on the *CEMETERY* and the *HOLDER* and such decision shall be communicated in writing to both parties involved.

71) Precedent Not Binding

The granting of a waiver or variance to the *BY-LAWS* by a Special Committee of Appeal shall be limited to that instance only and shall not be construed as a general permission for such occurrences to take place on an on-going or regular basis.

72) Appeal Committee Costs

All reasonable costs associated with the setting up of and the carrying out of the meetings and/or the duties of the Appeal Committee members including travel shall be borne by the applicant and be billed to the *HOLDER* within 30 days of any meeting.

73) Costs Not Paid

Where the applicant or *HOLDER* refuses to pay any costs billed to him/her for any properly notified meetings whether or not they attended, the costs thereof shall be assessed as an outstanding charge against the *LOT(S)* or *PLOT(S)* in question.

74) Marker Removal or Alteration

No *MARKER(s)* shall be altered, removed from or relocated within the *CEMETERY* without a *PRE-INSTALLATION REVIEW* having been applied for and approved by the *CEMETERY*. All Sections of this *BY-LAW* applicable to *PRE-INSTALLATION REVIEWS* and new *MARKER* installations shall also be applicable to the items listed in this Section.

75) Memorial Donations Considered

The *CEMETERY* may, at their discretion, accept memorial donations in the form of benches, plaques or other *ACCEPTABLE* forms of memorialization if such are deemed to be a benefit to the overall good order and appearance of the applicable cemetery and will not impose a future financial burden on the cemetery in question.

Part J

CARE AND DECORATION OF LOTS AND PLOTS:**1) Cemetery Responsible for Turf**

The *CEMETERY* shall be responsible for the repair, mowing, trimming, grading and other general site maintenance in all parts of the *CEMETERY*.

2) Rights Holder Responsible

INTERMENT RIGHTS HOLDERS shall be responsible for the maintenance of any flower beds established on their *LOT(s)* or *PLOT(s)* where permitted, the maintenance of any trees, shrubs or bushes where allowed and the installation, maintenance and removal of wreaths or floral arrangements and any related containers on the dates specified for such.

3) Flower Beds Permitted

Flower beds including the thickness of any permitted border material projecting not more than 410 mm (16") from a *COMPANION*, *SLOPED/PILLOW* or an *UPRIGHT MARKER* or its foundation may be permitted subject to the following limitations:

- a) a permanent *MARKER* as above has been installed on the *LOT*, *PLOT* or *GRAVE*;
- b) the flower beds must be located entirely within the boundaries of the *LOT* or *PLOT* and may not project into adjacent *LOTS*, *PLOTS* or walkways; and
- c) flower beds adjacent to *COMPANION*, *SLOPED/PILLOW* and *UPRIGHT MARKERS* on a single *LOT* or *GRAVE* may only be located along the longest side of such types of *MARKERS*.

4) Flower Bed Border Material Restricted

Subject to the following restrictions, flowers beds may be bordered or un-bordered. When bordered, such bordering shall be comprised of commercially made sectional pre-cast concrete bordering pieces usually not exceeding 600 mm (24") in length and having a horizontal or triple domed shape top edge. Such bordering material shall be set in place with its uppermost top edge not more than 75 mm (3") above the adjacent ground. For reasons of public and cemetery worker safety, the installation of bordering material of plastic, rubber, wire or any other material is not permitted.

5) Shrub, Bushes and Dwarf Trees Permitted

Shrubs, bushes and dwarf trees in the varieties *ACCEPTABLE* to the *CEMETERY* may be planted on a *PLOT* where there is sufficient room between the end of a *PRIMARY MARKER* and the nearest boundary to allow such planting without disturbing any of the *CORNER POSTS* or other land markers installed by the *CEMETERY*. This *BY-LAW* shall also apply in those instances where the *HOLDER* has supplied such *CORNER POSTS* for installation by the *CEMETERY*.

6) Planting Consent Required

No flower beds shall be created nor any shrubs, bushes or dwarf trees planted without a *Request Consent to Install Dwarf Trees and/or Flower Beds* form having been applied for by the *HOLDER* and approved by the *REPRESENTATIVE*.

7) Consent Form Fee Waived

There shall be no fee charged for the applying for nor the approval of the *A*Request to Install Dwarf Trees and/or Install Flower Beds[@] form.

8) Consent Approval Period

The *CEMETERY* shall approve or deny such consent within fourteen (14) days of the receipt of the application.

9) Flower Beds Disturbed

The *CEMETERY* shall not be responsible for re-establishing flower beds that are disturbed or destroyed as a result of a interment taking place in the subject *LOT* or *PLOT*.

10) Tree or Shrub Root Disturbance

The *CEMETERY* shall not be responsible for any damage that may occur to the root structure of any tree, shrub or bush as result of an interment taking place in the same or an adjacent *LOT* or *PLOT* including those instances where such damage results in the death of the plant.

11) Tree, Bush or Shrub Removal

Where it is necessary for a tree, bush or shrub to be removed in order for an interment to proceed, the *CEMETERY* may remove such plant without notifying the *HOLDER*(s), their heirs or legally empowered agent and without compensation for such removal being owed to any of the above listed parties regardless of the location of such plant.

12) Nuisance Plant Removal

Any tree, bush or shrub situated on any *LOT* or *PLOT* which in the opinion of the *CEMETERY* has become a nuisance by means of its root structure or branches or in any other manner may be removed without compensation to the *INTERMENT RIGHTS HOLDER* on who's *LOT* or *PLOT* such nuisance tree is located.

13) Neglected Tree Removal

Any tree, bush or shrub which in the opinion of the *CEMETERY* has become prejudicial to the good appearance of the cemetery may be removed without compensation to the *INTERMENT RIGHTS HOLDER* on whose *LOT* or *PLOT* the offending tree is located.

14) Attempted Notice to Correct

The *CEMETERY* shall make a reasonable attempt to provide the *HOLDER* with sufficient notice of any intended removal in order to afford such *HOLDER* an opportunity to alter the trees or shrubs listed in 12) and 13)above to the *CEMETERY'S* satisfaction.

15) Statuary Installation Restricted

The installation of free-standing statuary is not permitted on any *LOT* or *PLOT*. Statuary conforming to the applicable Sections of Part "H " of this *BY-LAW* may be permitted where such is included as an integral part of a permanent *UPRIGHT MARKER* or used as part of a *TEMPORARY MARKER* and subject to the restrictions placed on *TEMPORARY MARKERS*. Statuary forming part of a permanent *UPRIGHT MARKER* shall conform to all applicable material type requirements and minimum and maximum diestone and overall base and *MARKER* dimensions as specified for *UPRIGHT MARKERS* in Part "H".

16) Other Lot/Plot Decorative Items

The decoration of and/or the placement of other commemorative items on a *LOT*, *PLOT* or *GRAVE* shall only be permitted within the confines of the dimensions of a permitted flower bed whether or not such a bed is established.

17) Lot/Plot Decorative Items Height Restricted

Stand-alone items such as candle holders, solar lights and shepherd=s crooks designed to hold

flower containers shall not exceed 1.2 M (48") in height. Such items shall be provided with sufficiently long bottom spikes so that they will safely stand alone in the wind.

18) Cemetery Not Responsible for Damage

Where items as in 16) above are placed adjacent to a *MARKER* within a bordered or unbordered flower bed or area, the *CEMETERY* shall not be responsible for damage that may occur to such item(s) as the result of accidental contact with such items by the various types of maintenance or operating equipment used by the *CEMETERY*.

19) Removal Request Notification

Where free-standing statuary or other apparently valuable non-conforming items are installed, the *CEMETERY* shall not be bound to attempt more than one verbal and one written request for removal of such to the *HOLDER(s)* or their empowered agents.

20) Option to Store

Where free-standing statuary or other artifacts or structures or containers of apparent sentimental or higher monetary value are left in place after a request from the *CEMETERY* for removal of such has been ignored, such items may be removed and stored by the *CEMETERY* in a location suitable to their protection and preservation. Any costs incurred in the removal and storage of such items shall be levied as an outstanding charge against the *LOT* or *PLOT* from which the items were removed.

21) Stored Items Retrieval

Persons wishing to retrieve items stored by the *CEMETERY* must provide not less than 72 hours written or verbal notice to the *REPRESENTATIVE* indicating the time at which they will attend the cemetery or storage place to collect the item(s). Such persons will receive confirmation that the appointment time is acceptable or not within twelve working hours of the time of receipt of the notice.

22) Other Structures Prohibited on Lot/Plot

With the exception of *ACCEPTABLE* flower bed bordering, the installation of copings, fences curbs, steps, and structures of wood, benches or any other type of structure or assembly is prohibited.

23) Non-Shatterproof Containers Prohibited

The installation of containers made of glass, crockery, ceramic or other non-shatterproof material is prohibited and such may be removed by the *CEMETERY* upon discovery without notice or compensation.

24) Pre-Existing Structures

Any structures as listed in 22) above that existed prior to the enactment of this *BY-LAW* and

that have in the *CEMETERY'S* opinion become unsightly or unsafe due to neglect or age may be removed.

25) Notice of Existing Structure Removal

The *CEMETERY* shall make a reasonable attempt to notify the *INTERMENT RIGHTS HOLDER*, their heirs or legally empowered agents of its intent to remove any existing structures such as copings, fences, curbs, steps and/or benches.

26) Re-construction Prohibited

Any structure removed under the provisions of Section 24) of this Part may not be replaced or reconstructed.

27) No Compensation Due to Holder(s)

The *CEMETERY* shall not be liable for any compensation to the *HOLDER(s)*, their heirs or legally empowered agents when structures are removed under the provisions of Section 24 of this Part. The *CEMETERY* shall not be liable for any damages that may occur to items transported and stored under the provisions of Sections 20 and 21 of this Part.

28) Spiked Flower Containers Permitted

The installation of "spiked" containers suitable for holding fresh or *ACCEPTABLE* artificial flowers is permitted subject to the following limitations:

- a) the top edge of the container is not more than 300 mm (12") above the ground when installed;
- b) the container shall be not more than 150 mm (6") in diameter at its widest point;
- c) the container shall be constructed of material capable of withstanding normal temporary relocation by grounds maintenance staff without the danger of shattering or breaking;
and
- d) the container shall have drain holes in its outer perimeter at or below its mid-height to minimize the retention of rainwater.

29) Maximum Number of Spiked Containers

The maximum number of "spiked" flower containers that may be installed on a *LOT* or *PLOT* shall be as follows:

- a) for a *SCATTERING RIGHT*, or on a *CREMATION* or other single *LOT*, one (1) container only
- b) for any *PLOT*, two (2) containers only.

30) Saddle Arrangements Permitted

Floral arrangements of artificial flowers made of *ACCEPTABLE* materials and mounted on a saddle holder designed to fit on top of an *UPRIGHT MARKER* may be left in place year round. The *CEMETERY* reserves the right to remove saddle arrangements where the flowers have become faded or damaged.

31) Floral Tributes Season

Floral tributes of fresh cut or *ACCEPTABLE* artificial flowers may be installed between May 1st October 31st of each year. Tributes made from fresh cut flowers will be removed by *CEMETERY* staff when they become unsightly. Such tributes shall be held in "spiked" containers as described in Sections 28 and 29 of this Part.

32) Wreath Installation Period

Wreath and wreath like arrangements may be installed from November 1st and to April 30th only. Wreaths left in place after May 7th shall be considered abandoned and may be removed by *CEMETERY*' staff.

33) Live Plants to be Removed

Flower beds shall be cleared of tender plants by the *HOLDER* within seven days of the first autumn frost which causes visible leaf or stem damage to the plants. Where a *HOLDER* fails to clear away frost damaged live plants within the seven day period, the *CEMETERY* may carry out such removals as it deems appropriate. Neither the *CEMETERY*, its staff nor contractors shall be held responsible for the removal of perennials which results from misidentification of plants removed. Any *HOLDER* or person(s) wishing to remove plants from the *CEMETERY* must first obtain permission from the *REPRESENTATIVE* and may be required to provide proof of their authority to perform such removals.

34) Flower Beds Abandoned

Flower beds not planted by June 20th of each year shall be deemed to be abandoned and may be sodded over by the *CEMETERY* with the cost for such being levied as a charge against that *LOT* or *PLOT*.

35) Holder Responsible for Disposal

A *HOLDER* or their agent who installs and maintains a flower bed, trees, shrubs or bushes shall ensure that all waste and excavated material are disposed of in an *ACCEPTABLE* location or container.

36) Holder Responsible for Tools, Materials

The *CEMETERY* shall not be responsible for any tools, materials or other implements left unattended on site by *HOLDERS* or their agents while carrying out any work.

37) Chemical Spraying Prohibited

The spraying of herbicides, pesticides or any other chemicals whatsoever is prohibited in any of the *CEMETERY* except when ordered and carried by the *CEMETERY*.

38) Holder Responsible for Public and Personal Safety

INTERMENT RIGHTS HOLDERS who carry out or cause to carry out any improvements to their *LOT(S)* or *PLOT* shall ensure that all such work is carried out in a manner that meets the regulations made under the current Occupational Health and Safety Act of Ontario and that no hazards to the safety of any party are created and/or left in the *CEMETERY* at any time whatsoever.

39) Order of Immediate Correction or Removal

Where the *CEMETERY* are made aware of any work being carried out in a manner that it deems to be unsafe or that hazards to the safety of the general public and/or workers are being

created by the actions of a *HOLDER*, their agents or contractors, the *CEMETERY* shall immediately issue a Stop Work Order as per Section 53) of Part A H@ of this By-law and require an immediate correction of any such work practices or hazards to public safety. Where a *HOLDER* or their agent(s) refuses to cease any unsafe work practices or to correct any hazards to the safety of the general public that he/she/they have created, they shall be ordered to leave the cemetery immediately. Failure to leave may result in the appropriate authorities being summoned in order to safely effectuate such removal.

40) Charges for Ordered Corrections

The *CEMETERY* shall order the correction of any hazards to public safety created by a *HOLDER* or their agents and the cost of such corrections shall be assessed as a levy against the *LOT* or *PLOT* on which the hazard was located.

PART K

RULES FOR MONUMENT DEALERS, CONTRACTORS AND THEIR EMPLOYEES:**1) Consent or Pre-Installation Review Confirmation Required**

Every contractor, *MARKER*/monument dealer, nursery or landscape company and/or any other third party employed by an *INTERMENT RIGHTS HOLDER* to carry out any type of work whatsoever in any of the *CEMETERY* shall ensure that the *INTERMENT RIGHTS HOLDER* has in their possession an approved *Consent to Install Dwarf Trees or Flower Bed* form or an approved *PRE-INSTALLATION REVIEW* from the *CEMETERY* for the proposed work.

2) Notice Required to Cemetery

Any company or person in the employ of or having a contract or an agreement with an *INTERMENT RIGHTS HOLDER* for the carrying out of any work whatsoever in any of the *CEMETERY* for a which a *Consent to Install Dwarf Trees or Flower Bed* form or a *PRE-INSTALLATION REVIEW* has been issued, shall provide the *REPRESENTATIVE* with not less than twenty four (24) hours telephone or in-person notice of their intent to commence such work. Such work may only proceed at the desired time if permission is so granted by the *REPRESENTATIVE*.

3) Denial of Permission to Proceed

The *REPRESENTATIVE* may delay or deny permission for such work to proceed because of possible conflict or interference with other work, projects or funerals that may be occurring at the proposed time or for lack of the issuance of a *Consent to Install Dwarf Trees or Flower Bed* form or a *PRE-INSTALLATION REVIEW* approval.

4) General Liability Insurance Required

Any party(ies) as listed in Sections 1 and 2 of this Part shall carry general commercial liability insurance with third party coverage in an amount of not less than two million dollars (\$2,000,000).

5) Proof of Insurance Required

The *CEMETERY* may require the presentation of proof of insurance coverage specified in Section 4 above before allowing any party to carry out any proposed work.

6) Form and Content of Proof of Insurance

When proof of commercial general liability insurance coverage is requested, such proof shall be provided in written form and it shall contain the minimum information as listed herein:

- a) the name of the issuing insurance agency;
- b) the name of the insurance company providing the policy;
- c) the insurance policy number;
- d) the limits and limitations of the policy; and
- e) the effective and expiration dates of the policy coverage.

7) Failure to Provide Proof of Insurance or W.S.I.B. Coverage

Where any party employed by a *HOLDER* as in Sections 1 and 2 of this Part refuses or fails to provide the proof of insurance or fails to provide such in the form prescribed above prior to the commencement of any work, the approval to proceed may be denied or revoked. This Section

shall also be applicable to those instances where *ACCEPTABLE* proof of good standing with the Workplace Safety Insurance Board of Ontario is not provided upon request.

8) Revoked Permission to Work

Where permission to proceed with work is revoked, a Stop Work Order shall be issued by the *CEMETERY* and all the provisions for Stop Work Orders as outlined in Sections 50 to 54 inclusive in Part "H" of this By-law shall be applicable.

9) Workplace Safety Insurance Board Good Standing Required

All contractors, *MARKER*/monument dealers or any other party(ies) in the employ of an *INTERMENT RIGHTS HOLDER* shall be in good standing with the Workplace Safety Insurance Board of Ontario. The *CEMETERY* may require that such proof be submitted to it in an *ACCEPTABLE* form at any time prior to the start or completion of any work.

10) Safe Work Practices Required

All work shall be carried out in a safe manner in accordance with the requirements of the Occupational Health and Safety Act of Ontario and the Regulations made thereunder.

11) Worker Personal Behaviour

All persons and/or workers attending any of the *CEMETERIES* shall maintain a demeanour and behaviour consistent with the dignity due to such locations.

12) Observed Unacceptable Behaviour

Where behaviour deemed not to be *ACCEPTABLE* occurs in any of the *CEMETERIES* and such behaviour is observed by a *REPRESENTATIVE*, the offending party(ies) shall be asked to cease such behaviour immediately. Any person refusing to correct behaviour that is not *ACCEPTABLE* shall be asked to leave the cemetery.

13) Failure to Correct Unacceptable Behaviour

The *REPRESENTATIVE* shall be empowered to summon the police to effectuate the orderly removal of any person(s) refusing to leave the cemetery when asked to do so because of their behaviour.

14) Turf and Grounds Protection

In all instances where vehicles, carts or pieces of equipment of sufficient weight to leave ruts or indentations in the ground are used in any parts of the *CEMETERY*, the persons carrying out such work shall lay sufficient planking or install other *ACCEPTABLE* methods of protection over the ground to prevent such damage.

15) Turf and Grounds Damaged

In all instances where the turf or any other part(s) of the grounds are damaged by vehicular or other types of travel or by the carrying out of any work, the person(s) in whose name the *Consent to Install Dwarf Trees or Flower Bed* form or a *PRE-INSTALLATION REVIEW* approval was issued shall be held liable for the carrying out and/or the cost of repairing any such damage to the satisfaction of the *CEMETERY*.

16) Other Property Damaged

Where any structure or plant life or any other type of installation or feature on the grounds of any of the *CEMETERY* is damaged as a result of actions of any contractor or their workers, the

person(s) in whose name the *Consent to Install Dwarf Trees or Flower Bed* form or a *PRE-INSTALLATION REVIEW* approval was issued shall be held liable for the carrying out or the cost of repairing such damage to the satisfaction of the *CEMETERY*.

17) Soft Road Conditions

Heavily loaded vehicles or equipment likely to cause noticeable damage shall not be driven on *CEMETERY* roads when such roads are not in a suitable enough condition to carry the weight without suffering noticeable damage or rutting.

18) Work Season Restricted

With the exception of interments and inurnments, all work shall be restricted to the period between April 1st to November 30th of each year provided there is no snow cover on the turf and the ground is sufficiently dry to permit normal travel without causing visible damage or ruts.

19) Hours of Work

All work shall be carried out between the hours of 8:00 AM to 5:00 PM, Monday to Friday, and between 8:00 AM to 12:00 Noon on Saturdays. Permission may be sought from the *REPRESENTATIVE* to permit work to carry on during the extended evening hours of summer if such extension will help expedite the completion of the work.

20) Extended Work Hours Restricted

The extended hours of work when granted shall not go beyond 8:00 PM on a weekday and 5:00 PM on a Saturday.

21) Start of Work Day Restricted

No work or project shall be started on a Saturday unless such work or project can be completed within the normal working hours for that day.

22) Work Site Protection after Hours

In those instances where a job or project will take more than one day to complete, the person(s) carrying out such work shall ensure that the work area is clearly marked and readily visible during non-working hours and that such if left in a state that will not pose any safety hazards to other workers and the general public.

23) Material and Tool Storage

All material(s) and tools shall be stored away in a safe location that will pose no hazard to the general public during non-working hours. Where no acceptable storage location is available on site, such shall be removed from the cemetery.

24) Open Excavation Protected

Any excavations or holes left unattended at any time shall be covered with not less 19.5 mm (3/4") plywood or where such is not feasible, they shall be fenced off with clearly visible florescent safety fencing.

25) Marker Delivery

No *MARKERS* shall be delivered to the *CEMETERY* until the dealer has been notified that a required *MARKER FOUNDATION* has been completed or that a *FLAT MARKER* location has been cut out or staked when so requested and/or that the staff of the *CEMETERY* are prepared and able to install a *MARKER* in those instances where the staff will be carrying out

the installation.

26) Worksite Restored

Work areas shall be left in a clean and orderly state at the completion of any work or project. All disturbances or damage to the work site and surrounding areas shall be made good in an *ACCEPTABLE* manner and final condition.

27) Work Debris Removed

All construction debris and remnants shall be removed from the cemetery unless an *ACCEPTABLE* site for the disposition of such is provided and permission is sought and granted for such to remain on site. The granting of such permission shall be at the discretion of the *REPRESENTATIVE*.

28) Worksite Not Restored

Where a worksite is left in a state not *ACCEPTABLE* to the *REPRESENTATIVE*, the *CEMETERY* may repair the affected area(s) under the provisions for such in Part "J" of this *BY-LAW* and all charges shall be levied against the *LOT* or *PLOT* in question and the *INTERMENT RIGHTS HOLDER*.

29) Quiet Interment

All persons working in any of the *CEMETERY* shall cease all such activity and remove from sight any readily moveable material and equipment upon being notified verbally by a staff member of the arrival of a funeral procession within the hour. They shall maintain a state of quiet during the presence of the funeral attendees on site and shall not resume any activity until the entire funeral cortege has left the cemetery.

PART L

RULES FOR VISITORS:**1) Visitor Hours**

Visitors are welcome in the *CEMETERY* from sunrise until sunset.

2) Visitor Conduct

All visitors shall conduct themselves in a manner befitting the dignity due to the deceased. Any persons not conducting themselves in an *ACCEPTABLE* manner or contravening any Section(s) of this By-law shall be asked to leave the cemetery.

3) Conduct of Children

All children under the age of twelve must be accompanied by an adult while visiting any of the *CEMETERY*. The accompanying adult(s) shall be responsible for the conduct of such children. Accompanying adults shall ensure that children do not climb on *MARKERS* and do not run about in an uncontrolled manner. They shall also ensure that all flower beds and other plant life are not disturbed or damaged by the children.

4) Food and Drink Prohibited

Except for the consumption of lunches or fluids by workers, the consumption of food and drink in the *CEMETERY* is prohibited.

5) Household Pets Restricted

Household pets shall not be allowed into the *CEMETERY* except in the circumstances outlined herein;

i) when they are held within the confines of a vehicle, and/or

ii) when led on a tight leash from a vehicle to the burial place of a previous owner and/or family member and then returned to the vehicle shortly thereafter.

6) Exempted Pet Control

Pets exempted under Section 6 (ii) of this Part shall not be allowed to relieve themselves in the *CEMETERY*. Where such does occur, the person(s) accompanying such pet shall ensure that any such material is placed in an acceptable closable container or bag and disposed of in the refuse containers provided on site.

7) Off-road Vehicles Prohibited

With the exception of slow moving battery powered wheelchairs or scooters, the use of off-road vehicles such as all terrain cycles, mini-bikes and snowmobiles by visitors is prohibited in any part(s) of the *CEMETERY*.

8) Vehicular Travel Restricted

Except for vehicles used by *CEMETERY* staff or contractors in the normal performance of their duties, all vehicles shall be restricted to the assigned and normally travelled portion of the *CEMETERY'S* internal road networks. Any damage resulting from any unauthorized travel off such roads shall be repaired at the expense of the owner and/or driver of such vehicle.

9) Speed Restricted

Vehicles within the *CEMETERY* shall be driven at a rate of speed not exceeding 10 km/hr.

10) Firearm Discharge Prohibited

With the exception of a tribute which may be accorded to a deceased member of Canada's Armed Forces or a recognized Police Force, the discharge of firearms in the *CEMETERY* is prohibited. Any such tribute shall only proceed with the written permission of *COUNCIL*.

11) Parades, Assemblies Restricted

With the exception of funeral processions, other parades and/or assemblies or other social or memorial type functions shall not be permitted in the *CEMETERY* without the written permission of *COUNCIL*.

12) Route Directed

Funeral processions shall follow a route through the *CEMETERY* as directed by the *REPRESENTATIVE*.

13) Sales, Solicitations and Signs Restricted

The sale or solicitation of goods and services, or the posting of signs, notices or advertising of any kind shall not be permitted in the *CEMETERY* without the prior authorization of the *COUNCIL*.

14) Non-Disturbance of Lots(s) and Plots(s)

Visitors shall not disturb, remove or damage any floral arrangements, live plants or any other features on any *LOT(s)*, *PLOT(s)* or in any other parts of the *CEMETERY*.

15) Placing Tributes

Visitors shall only place flowers or tributes on any *LOT* or *PLOT* in accordance with Part "J" of this *BY-LAW*.

16) Clean Grounds Maintained

Any refuse remaining from the installation of any tributes or from any other source not covered elsewhere in this *BY-LAW* shall be picked up and placed in the refuse containers provided by the persons bringing such material into the *CEMETERY*.

17) Dumping Prohibited

The transporting of any material whatsoever into the *CEMETERY* solely for the intended purpose of dumping or disposing of such material is strictly prohibited and any persons observed carrying out such dumping shall be prosecuted to the full extent of the law.