

THE CORPORATION OF THE
TOWNSHIP OF NORTH HURON

BY-LAW NO. 89-2018

A BY-LAW TO PROVIDE FOR RULES AND REGULATIONS FOR
THE CARE AND CONTROL OF CEMETERIES OWNED BY THE
TOWNSHIP OF NORTH HURON

WHEREAS the *Funeral, Burial and Cremation Services Act, 2002*, S.O. 2002, c.33 (the "Act"), which comes into effect July 1", 2012, regulates the operation of cemeteries in Ontario;

AND WHEREAS The Corporation of the Township of North Huron owns and operates municipal cemeteries known as the Wingham Cemetery, located at 90397 Holmes Line, Municipality of Morris-Turnberry and Blyth Union Cemetery located at 82781 Cemetery Line, Municipality of Central Huron;

AND WHEREAS Council of the Corporation of the Township of North Huron deems it desirable to enact a By-law to regulate the operation, care and control of the Wingham Cemetery and Blyth Union Cemetery and any other Cemetery subsequently owned and operated by the Corporation of the Township of North Huron;

AND WHEREAS public notice of Council's intention to pass this By-law was provided in accordance with the Act;

NOW THEREFORE the Council of the Corporation of the Township of North Huron HEREBY ENACTS as follows:

- I. THAT Schedule 'A' to this By-law, Regulations for the Operation of the Wingham Cemetery and Blyth Union Cemetery and All Municipally Owned Cemeteries, attached hereto forms part of this By-law.
2. THAT the Cemetery Price List for the Wingham Cemetery and Blyth Union Cemetery and All Municipally Owned Cemeteries, shall form part of the Township of North Huron's By-law to Establish Rates and Fees for the Township of North Huron.
3. THAT By-law No. 9-2015 and any other By-laws or resolutions or parts of By-laws or resolutions relating to the rules and regulations for the operation, care and control of municipality owned cemeteries inconsistent with this By-law are hereby repealed.
4. THAT this By-law shall come into force and take effect on the date of approval of the Registrar appointed under the Act.

READ A FIRST AND SECOND TIME THIS 15TH DAY OF OCTOBER, 2018

READ A THIRD TIME AND FINALLY PASSED THIS 15TH DAY OF OCTOBER, 2018

CORPORATE SEAL


Neil G. Vincent, Reeve


Dwayne Evans, CAO/Clerk

Approval Date of Registrar: September 25, 2018

THE CORPORATION OF THE TOWNSHIP OF NORTH HURON
WINGHAM CEMETERY
And
BLYTH UNION CEMETERY

Schedule "A" to By-law No. ⁸⁹1-2018

Regulations for the Operation of all Municipally Owned Cemeteries
including
Wingham Cemetery
and
Blyth Union Cemetery

These rules and regulations governing the Wingham Cemetery and Blyth Union Cemetery (and any other Cemetery subsequently owned and operated by the Corporation of the Township of North Huron) have been approved by the Bereavement Authority of Ontario.

Schedule "A" to By-law No. xx-2018
Regulations for the Operation of the Wingham Cemetery
and Blyth Union Cemetery

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A. DEFINITIONS

Act: Funeral Burial & Cremation Services Act, 2002, S.O. 2002, c.33, including any Provincial Regulations made pursuant to said Act, and specifically Ontario Regulation 30/11.

Burial: The opening of a lot and then the placing of dead human remains or cremated human remains in that lot, followed by closing the lot. The lot may be a grave in the ground, a crypt in a mausoleum or a niche in a columbarium.

Burial Permit: Means a permit for the burial of human remains issued by the Division Registrar.

Cemetery By-laws: This By-law and any amendments hereto under which a Cemetery operates as approved by the Council of the Corporation of the Township of North Huron.

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

Cemetery: Land, owned and operated by the Corporation of the Township of North Huron, that has been established as a Cemetery under the Act, a private Act or a predecessor of one of them that related to cemeteries, or land that was recognized by the Registrar as a Cemetery under a predecessor of the Act that related to cemeteries and includes land that in the prescribed circumstances has been otherwise set aside for the interment of human remains and a mausoleum or columbarium intended for the interment of human remains.

Cemetery Caretaker: Means the Person who maintains the Cemetery grounds, opens and closes the graves; and represents the Township for all interments.

Cemetery Location: The Wingham Cemetery is located at 90397 Holmes Line, Municipality of Morris-Turnberry and the Blyth Union Cemetery is located 82781 Cemetery Line, Municipality of Central Huron.

Cemetery Manager: Means the Director of Public Works or his/her designate appointed to oversee the Operations of the Cemetery.

Cemetery Operator: Means the Corporation of the Township of North Huron who is the owner of the Wingham Cemetery and the Blyth Union Cemetery. The Municipal Offices are located at 274 Josephine Street, Wingham, Ontario.

Columbarium: Means a structure designed for interment of cremated human remains in sealed compartments.

Contract: For purposes of the Cemetery By-laws, all purchasers of interment or scattering rights, or other cemetery supplies and services must receive a copy of the contract they and the cemetery operator have signed detailing the obligations of both parties, and acknowledging receipt and acceptance of the cemetery by-laws, a copy of the Consumer Information Guide and Price List.

Corner Posts/Foot Marker: Shall mean any stone or other land markers set flush with the surface of the ground and used to indicate the location of a lot, plot or human remains. Corner Posts/Foot Markers are the property of the Burial Rights Holder.

Corporation: The Corporation of the Township of North Huron.

Council: Means the Council of The Corporation of the Township of North Huron.

Cremation Lot: For the purposes of these rules and regulations a cremation lot is half of a single grave (lot) having an approximate size of 1 m x 1 m (3' x 5').

Cremated Remains: Means the residue after cremation of the Body and of the casket or container in which it was received.

Crypt: An individual compartment in a mausoleum for the entombment of human remains.

Disinterment: the act of exhuming or removing buried human remains from the place of burial or interment.

General Maintenance Account: The account that has been set aside for maintenance of the Cemetery and for services rendered in connection with its operation.

Grave: Any inground burial space intended for the interment of an infant, child, adult or cremated human remains (referred to in this document as a lot).

Human Remains: Means a dead human body or the remains of a cremated human body.

Interment Right: The right to require or direct the interment of human remains or cremated human remains in a grave, lot, niche, or crypt and to authorize the installation of a monument or marker.

Interment Rights Certificate: The document issued by the Manager of the Cemetery to the purchaser once the interment rights have been paid in full, identifying ownership of the interment rights.

Interment Rights Holder: Any person or persons designated to hold the right to inter human remains in a specified lot, "Rights Holder" shall have the same meaning.

Lot: For the purposes of these rules and regulations a lot is a single grave space having an approximate size of 1m x 3m (3.28'x 9.84').

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

Monument: Any permanent memorial projecting above the ground installed within the designated space to mark the location of a burial or lot.

Niche: An individual compartment in a columbarium for the entombment of cremated human remains.

Non-Resident Rate: As per the Cemetery Price List, a non-resident rate shall be charged for supplies and services for purchasers who are not property owners or residents within the municipal boundaries of the Township of North Huron.

Plot: For the purposes of the Cemetery By-laws, a plot is a parcel of land, sold as a single unit, containing multiple lots.

Pre-need supplies or services: Cemetery supplies or services that are not required to be provided until the death of a person alive at the time the arrangements are made.

Price List: The Cemetery Price List as established by the Corporation from time to time which forms part of the Township of North Huron's By-law to Establish Rates and Fees for the Township of North Huron.

Resident Rate: As per the Cemetery Price List, a resident rate shall be charged for supplies and services for purchasers who are property owners and/or reside within the municipal boundaries of the Township of North Huron.

Township: The Corporation of the Township of North Huron.

Transfer of Interment Rights: An inter vivos (during lifetime) or post mortem (after death) transfer made without any consideration or receipt of funds for such transfer. Such transfer is to be distinguished from a re-sale which is prohibited except to the Cemetery Operator on the terms and conditions as herein forth set out.

B. GENERAL INFORMATION

Hours of Operation

Township of North Huron - Municipal Office: 8:30 a.m. - 4:30 p.m.
Monday to Friday
Excluding Statutory Holidays.

Cemetery:

Wingham Cemetery - 90397 Holmes Line, Municipality of Morris-Turnberry
Blyth Union Cemetery - 82781 Cemetery Line, Municipality of Central Huron

Visitation Hours:

Sunrise to Sunset

Children under the age of 12 must be accompanied by an adult who will be responsible for their conduct.

Burial Hours:

Monday to Friday 9:00 a.m. – 2:00 p.m.
Saturday 9:00 a.m. – 12:00 noon

Regular services are to be scheduled from Monday to Friday between 9:00 a.m. and 2:00 p.m., Premium rates will be applied for Saturday services and for all weekday services resulting in site work beyond 4pm.

Sunday and Statutory Holiday interment service is not available.

General Conduct:

The Cemetery Operator reserves full control over the Cemetery operations and management of land within the Cemetery grounds.

No person shall or cause to damage, destroy, remove or deface any property within the Cemetery.

No person may play any sport, commit a nuisance, discharge firearms except at a military funeral, and bring any dog or other animal, other than a working animal.

All visitors must conduct themselves in a quiet manner and shall not disturb any service being held.

By-law Amendments:

The Cemetery shall be governed by the Cemetery By-laws, and all procedures will comply with the Funeral Burial & Cremation Services Act, 2002 and Ontario Regulations 30/11 and 184/12, which may be amended periodically.

All By-law amendments must be:

- a) published once in a newspaper with general circulation in the locality in which the Cemetery is located;
- b) conspicuously posted on a sign at the entrance of the Cemetery; and
- c) delivered to each supplier of markers who has delivered a marker to the Cemetery during the previous year if the By-law or By-law amendment pertains to markers or their installation.

All By-laws and By-law amendments are subject to the approval of the Registrar, Cemeteries Regulation Unit, Ministry of Government and Consumer Services.

Liability:

The Cemetery Operator will not be held liable for any loss or damage, without limitation (including damage by the elements, Acts of God or vandals) to, any lot, plot, columbarium niche,

mausoleum crypt, monument, marker or other article that has been placed in relation to an interment save and except for direct loss or damage caused by gross negligence of the Cemetery.

Public Register:

Provincial legislation - Section 110 of Ontario Regulation 30/11 requires all cemeteries and crematoriums to maintain a public register that is available to the public during regular office hours.

Pets or Other Animals:

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

Right to Re-Survey:

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

Notice of Resale and Transfer of Interment:

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

The Cemetery Operator **PROHIBITS** the resale of interment rights to a third party and is not required to repurchase unused interments rights in a plot (more than one lot) if one of the interment rights in the plot has been exercised.

Interments:

No interment shall be scheduled to take place between November 15th and April 1st. Interments during this time period are at the sole discretion of the Cemetery Manager based on site condition, benefit, and resource availability.

If any Interment Rights have not been used after a ninety-nine (99) year period has passed, they may be considered abandoned.

The Cemetery Operator may apply to the Registrar for a declaration that the Interment Rights are abandoned after making inquiries and giving reasonable notices to find the Interment Rights Holder or beneficiaries. Upon being satisfied that the rights are abandoned, the Registrar shall issue a declaration to that effect. If there is no appeal by the end of the appeal period, as stipulated by the Registrar or otherwise within thirty (30) days, the Cemetery Operator may resell the interment rights in question.

C. SALE OF INTERMENT RIGHTS

Interment Rights to a lot, plot or niche may be purchased from the Cemetery at the rate as set out in the Cemetery Price List and in accordance with approved plans. The prices for Interment Rights include the applicable funds for deposit to the Cemetery's Care and Maintenance Fund.

The purchase of supplies or services will be made directly through the Cemetery Operator.

Under certain circumstances and by agreement only, a Funeral Director may, on behalf of a Cemetery customer, make full payment for Cemetery services and may accept full payment for the Wingham Cemetery and Blyth Union Cemetery for services.

A monument company may submit and/or accept and submit payment payable to the Township of North Huron for monument/marker care and maintenance.

All payments for Interment Rights shall be made at the Township of North Huron Municipal Office.

The Cemetery Operator shall provide the following to the Interment Rights Holder upon full payment:

- a) Interment Rights Certificate
- b) Invoice - marked paid
- c) Copy of the Cemetery By-law & Rules & Regulations & Cemetery Price List
- d) Consumer Information Guide

D. CANCELLATION OR RESALE OF INTERMENT RIGHTS

Purchasers of interment rights acquire only the right to direct the burial of human remains and the installation of monuments, markers and inscriptions, subject to the conditions set out in the Cemetery By-laws. No burial, entombment, or installation of any monument, marker, inscription, or memorialization is permitted until the interment rights have been paid in full. An Interment Rights Certificate will be issued to the Interment Rights Holder when payment has been made in full. The purchase of interment rights is not a purchase of real estate or real property.

Cancellation of Interment Rights within 30 Days of Purchase:

A purchaser has the right to cancel an interment rights contract within thirty

(30) days of signing the interment rights contract, by providing written notice of the cancellation to the Cemetery Operator. The Cemetery Operator will refund all monies paid by the purchaser within thirty (30) days from the date of the request for cancellation.

Cancellation of Interment Rights after the 30 Days of Purchase:

Upon receiving written notice from the purchaser of the interment rights, the Cemetery Operator will cancel the contract and issue a refund to the purchaser for the amount paid for the interment, less the appropriate amount that is required to be deposited into the Care and Maintenance Fund. This refund will be made within thirty (30) days of receiving said written notice. If the Interment Rights Certificate has been issued to the Interment Rights Holder, the certificate must be returned to the Cemetery Operator along with the written notice of cancellation.

If any portion of the interment rights has been exercised, the purchaser, or the Interment Rights Holder are not entitled to cancel the contract or re-sell the interment rights, and no refund will be permitted.

NOTE: ALL REALES OF INTERMENT RIGHTS MUST BE CARRIED OUT THROUGH THE CEMETERY OPERATOR.

If an Interment Rights Holder wishes to re-sell the interment rights, the Holder must make the request to the Cemetery Operator in writing. The Cemetery Operator will repurchase the interment right at the price listed on the Cemetery Operator's current list of Cemetery Fees & Charges, less the Care & Maintenance Fund contribution made at the time of purchase. Any services provided will not be refunded. The re-purchase and payment to the rights holder requesting the sale must be completed within 30 days of the request.

The Interment Rights Holder requesting the resale of the rights must return the Interment Rights Certificate to the Cemetery Operator and the Interment Rights Holder must endorse a Resale Endorsement of Interment Right transferring all rights, title and interest back to the Winham Cemetery and Blyth Union Cemetery.

The appropriate paperwork must be completed before the Cemetery Operator reimburses the Interment Rights Holder.

In the case of a request received by the Cemetery Operator for transfer of ownership by Interment Rights by reason of a bequest made in a validly executed Last Will and Testament, the Cemetery Operator reserves the right to require the production of a Notarial Copy and/or Court Certified Copy of the Last Will and Testament or a Certificate of Appointment of Estate Trustee; or other evidence sufficient to prove the proper transfer of ownership on death of the rights holder.

Where the deceased Interment Rights Holder has left a Last Will and Testament containing a specific bequest of the Lot, a Notarial Copy and/or Court Certified Copy of the said Last Will and Testament or a Certificate of Appointment of Estate is required.

If the Will does not contain a specific bequest of the Lot, a request in writing from the Estate Trustee(s) for the transfer is required.

Where the Interment Rights Holder died Intestate, a request in writing from the Estate Trustee(s) or, if no Estate Trustee has been appointed, from all of the heirs-at-law.

Where the Interment Rights Holder wishes to transfer such rights during his or her lifetime, the Rights Holder shall so advise the Cemetery Operator, who may request reasonable proof that such transfer does not constitute a resale before effecting same.

All transfer of interment rights shall be subject to payment of the required fees and charges in the Cemetery Price List as established from time to time, and compliance with all other provisions of the Cemetery By-laws.

E. BURIAL OF REMAINS

Interment Rights Holder(s) must provide written authorization prior to a burial or an entombment taking place. Should the Interment Rights Holder be deceased, authorization must be provided in writing by the person authorized to act on behalf of the interment rights holder in keeping with the Succession Law Reform Act i.e. Personal Representative, Estate Trustee, Executor, or next of kin.

A burial permit issued by the Registrar General or equivalent document showing the death has been registered with the province must be provided to the Cemetery Operator's Office prior to a burial or entombment taking place. A Certificate of Cremation must be submitted to the Cemetery Operator's Office prior to the burial of cremated remains taking place.

In accordance with the Act the purchaser of interment rights must enter into a Cemetery contract, providing such information as may be required by the Cemetery Operator for the completion of the contract and the public register prior to each burial or entombment of human remains or cremated human remains.

Payment must be made to the Cemetery Operator before a burial can take place.

The Cemetery Operator shall be given 48 business hours of notice for each burial of human remains.

The opening and closing of graves, crypts and niches may only be conducted by Cemetery staff or those designated by the Cemetery Manager to do work on behalf of the Cemetery.

Cremated remains are not permitted to be scattered in the Wingham Cemetery or Blyth Union Cemetery or any other Cemetery subsequently owned and operated by the Corporation of the Township of North Huron.

All human remains shall be placed in a metal casket (minimum of 20-gauge metal) or wooden casket (minimum 1/2-inch wood) prior to interment in the Cemetery.

No more than one casket shall be interred in a single grave.

No more than four (4) cremated remain interments shall be permitted with one casket in a single grave (lot). Casketed remains should be placed prior to placement of cremated remains. Otherwise, disinterment fees will be applied individually and for each cremated remains necessary to be removed to facilitate the casketed interment. Due to burial requirements, cremated remains entombed in a vault are not permitted to be buried in a grave with casketed remains.

No more than four (4) cremated remain interments shall be permitted in a single grave (lot).

All human remains received for storage at the Chapel during the winter months from November 15th to April 1st shall be embalmed by a licensed Funeral Director prior to acceptance for storage.

Disinterment

Casketed human remains may be disinterred from a lot provided that the remains have been in place for a period not exceeding twenty-five (25) years, and only by request of the interment rights holder. Written consent (authorization) of the Interment Rights Holder and written authorization of the Medical Officer of Health with certificate, must be received by the Cemetery Operator prior to the disinterment taking place.

Ten (10) working days' notice are required for all disinterment.

A certificate from the local Medical Officer of Health is not required for the removal of cremated remains.

In special circumstances the removal of human remains may also be ordered by certain public officials without the consent of the Interment Rights Holder and/or next of kin(s).

Cemetery property shall be closed to all visitors not associated with the disinterment, and gates secured during disinterment.

F. MEMORIALIZATION Monuments & Markers

No memorial or other structure shall be erected or permitted on a lot until all charges have been paid in full.

No monument or marker of any description shall be placed, moved, altered, or removed without prior permission of the Cemetery Caretaker.

Minor scraping of the monument base of an upright monument due to grass/lawn maintenance is considered to be normal wear, and repair of same shall not be the responsibility of the Cemetery Operator.

The Cemetery Operator will take reasonable precautions to protect the property of Interment Rights Holders, but it assumes no liability for the loss of, or damage to, any monument, marker or other structure, or part thereof.

The Cemetery Operator reserves the right to determine the maximum size of monuments, number and location on each lot or plot. They must not be of a size that would interfere with any future interments.

All foundations for monuments shall be built by, or contracted to be built for, the Cemetery Operator at the expense of the Interment Rights Holder.

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

The Cemetery Operator reserves the right to remove at its sole discretion any marker, monument or inscription which is not in keeping with the dignity and decorum of the Cemetery as determined by Council.

A monument, private mausoleum or other structure shall be erected only after the specific design plans have been approved by the Cemetery Operator including: dimensions, material of structure, construction details, and proposed location.

In keeping with the Cemetery By-laws only one monument shall be erected within the designated space of any lot.

The minimum thickness for flat markers 4 inches or 10.2 cm including cement base.

The minimum thickness for an upright monument is 6 inches or 15.2 cm.

All monuments and markers shall be constructed of granite, marble or natural stone and permitted only in specific designated areas.

All monuments will include a 20.32 cm (8") thick base. The top surface of the base must be both wider and longer than the die in order to provide a minimum border of 7.62cm (3") on the surface of the base exposed on all sides. No parts of the die shall exceed the width of the base at any point.

The size of one monument allowed on a single lot, including a 20.32 cm (8") thick base, is:

Width: 76.2 cm (30") maximum Thickness of die: 15.2 cm (6") minimum

Base: 76.2 cm (30") maximum x 35.56 cm (12") minimum

Maximum Height: 4ft.

The size of one monument allowed on a plot of two lots, including a 20.32 cm (8") thick base, is:

Width: 121.9 cm (48") maximum Thickness of die: 15.2 cm (6") minimum

Base: 137.16 cm (54") maximum x 35.56 cm (12") -minimum

Maximum Height: 6ft.

The size of one monument allowed on a plot of three or more lots, including a 20.32 cm (8") thick base, is:

Width: 182.9 cm (72") maximum Thickness of die: 15.2 cm (6") minimum

Base: 203.2 cm (80") maximum x 40.6 cm (12") minimum

Maximum Height: 6ft.

No Monument shall be delivered to the Cemetery for installation until the monument foundation has been completed, and the Interment Rights Holder and or monument retailer have been notified by the Cemetery Caretaker.

Markers are permitted with size and quantity restrictions according to Cemetery By-laws and the placement of such memorials shall not interfere with future interments.

Maximum Size of Marker - 24" x 18" (60.92 cm x 45.72 cm)

all markers and monument foundations require a 4" (10 cm) concrete wash.

Location of markers/monuments:

- One marker, centered, is permitted per cremation lot.
- Two markers, centered, are permitted per single lot.
- One monument is permitted to be centered on a single lot.
- One monument shall be centered between two lots.
- One monument shall be centered between three or more lots.

In any area within the Wingham Cemetery and Blyth Union Cemetery which is designated as an area permitting markers only, no monument shall be placed except by specific permission in writing granted by Council.

In any area within the Wingham Cemetery and Blyth Union Cemetery which is designated as an area permitting monuments only, no marker shall be placed except by specific permission in writing granted by Council.

G. CARE AND PLANTING

A portion of the price of interment rights is trusted into the Care and Maintenance Fund. The income generated from this fund is used to maintain, secure and preserve the Cemetery grounds. Services that may be provided through this fund include:

- Re-levelling and sodding or seeding of lots
- Maintenance of Cemetery roads, sewer and water systems
- Maintenance of perimeter walls and fences
- Maintenance of Cemetery Landscaping Maintenance of mausoleum and columbarium
- Repairs and general upkeep of Cemetery maintenance buildings and equipment

No person other than Cemetery staff shall remove any sod or in any other way change the surface of a burial lot in the Cemetery.

No person shall plant trees, flower beds or shrubs in the Cemetery without prior permission from the Cemetery Caretaker.

Flowers placed on a grave for a funeral shall be removed by the Cemetery staff after a reasonable time to protect the sod/seed and maintain the tidy appearance of the Cemetery.

No glass jars or tin cans allowed for the purpose of holding flowers.

The care and maintenance of flowers on the burial lot is the responsibility of the Interment Rights Holder. Wreaths may be placed beside the monument, attached to a single rod inserted in the ground.

A maximum of two wire or other metal flower receptacles may be placed on each grave and must be placed in line with and in close proximity to the monument.

The planting of Alberta Spruce or Pyramid Cedars will be the only shrubs permitted on burial lots.

Any object placed upon a lot shall be at the Interment Rights Holder's risk and shall be kept in a neat and good state of repair at all times by the Interment Rights Holder; failure to keep them so, will allow Cemetery Staff the right to remove it, or in any other way protect the safety and interest of others.

No tripod stands or enclosures of iron, wire, concrete or other materials shall be permitted on any lot.

No Interment Rights Holder shall cause any object such as benches, trellises, wood or metal stands or other objects that will interfere with the working of mowers, etc., to be placed on a lot. Silk and plastic flowers and solar lights shall be placed in metal pipes to prevent damage from grass trimmers.

No flower pots shall be placed in front of or behind a monument but only at the sides of the monument.

No flower bed, monument, marker, inscription, etc., will be allowed on a lot until all charges have been paid in full.

Flower beds may be allowed directly in front of the monument not exceeding the width of the monument base and twelve inches in front of the base.

Flowers are not the responsibility of the Cemetery Staff and are not covered under the care and maintenance fund and will not be watered by Cemetery Staff.

Any objects, flowers, shrubs, etc. that are encroaching on lots other than those lots owned by the Interment Rights Holder to which these articles belong, may be removed by Cemetery Staff without notice being given to the Interment Rights Holder of record.

H. ITEMS THAT ARE PROHIBITED AND PERMITTED

The Cemetery Operator reserves the right to regulate the articles placed on lots or plots which may pose a threat to the safety of all Interment Rights Holders, visitors to the Cemetery and Cemetery employees, or which prevent the Cemetery from performing general Cemetery operations, or which are not in keeping with the respect and dignity of the Cemetery. Prohibited articles will be removed and disposed of without notification or compensation.

The Cemetery Operator reserves the right to disallow or remove quantities of memorial wreaths or flowers, or other objects, considered by the Cemetery Operator to be excessive or that diminishes the otherwise tidy appearance of the Cemetery.

The Cemetery is not responsible for any articles placed directly on site that are damaged during care and maintenance.

I. COLUMBARIUM

Payment must be made to the Cemetery Operator before an interment may take place.

Only the Cemetery Operator may open and seal niches for interments. This applies to the inside sealer and the niche front.

No person other than Cemetery Staff shall remove or alter niche fronts.

No more than a maximum of three (3) human cremated remains shall be entombed in any niche.

The cremated remains must be placed within a suitable container that will fit into the niche space assigned. The Cemetery Operator may refuse to place any unsuitable and/or oversized container into a niche space.

Niche Inscription:

The engraving of the niche door shall be uniform and supplied and installed by an authorized supplier. Engraving costs are not included in the selling price of the niche and are the responsibility of the Interment Rights Holder.

No fraternal or service club insignias will be approved for inscription on any niche.

The inscription will consist of the names of the deceased, year of death, plus description lines. The Cemetery reserves the right to limit the number of lines and number of characters per line, based on the size of the niche plate. All description lines are to be pre-approved at the sole discretion of the Cemetery Operator.

No external decoration will be allowed on the wall of or near the Columbarium and no photograph cases will be allowed to be attached to the niche.

J. MAUSOLEUM

Full payment must be made to the Cemetery Operator before an entombment may take place.

Only the Cemetery Caretaker may open and seal crypts for entombments. This applies to the inside sealer and the crypt front.

K. CONTRACTOR / MONUMENT DEALERS

Any contract work to be performed within the Cemetery requires the written pre- approval of the Interment Rights Holder and the Cemetery Caretaker before the work may begin. Pre-approval includes but is not limited to: landscaping, delivery of monuments and markers, inscriptions, designs, drawings, plans and detailed specifications relating to the work, proof of all applicable government approvals and permits, the location of the work to be performed. It is the responsibility of all contractors to report to the Cemetery Caretaker's office and provide the necessary approvals before commencing work at any location on the Cemetery property.

Prior to the start of any said work, contractors must provide proof of:

- WSIB Coverage
- Occupational Health and Safety Compliance
- Standards Environmental Protection
- WHMIS
- Evidence of Liability Insurance of not less than \$5,000,000.00

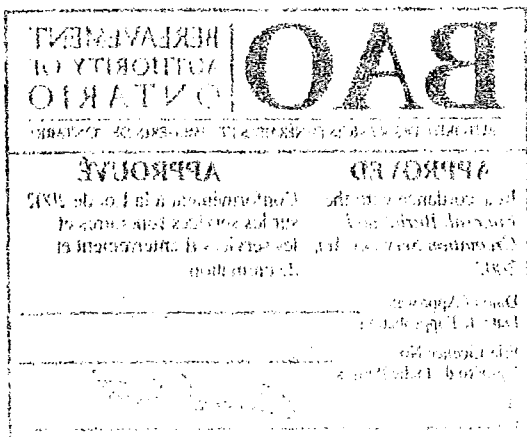
All Cemetery By-laws apply to all contractors and all work carried out by contractors within the Cemetery grounds.

Contractors, monument dealers and suppliers shall not enter the Cemetery or commence work after 4:00 p.m., weekends or statutory holidays, unless approval has been granted by the Cemetery Caretaker.

No work will be performed at the Cemetery except during regular business hours of the Cemetery.

Contractors shall temporarily cease all operations if they are working within 100 meters of a funeral until the conclusion of the service. The Cemetery Caretaker reserves the right to temporarily cease contractor operations at their sole discretion if the noise of the work being performed by the contractor is deemed to be a disturbance to any funeral or public gathering within the Cemetery.

Contractors, monument dealers and suppliers shall lay wooden planks on the burial lots and paths over which heavy materials are to be moved in order to protect the surface from damage.



L. RULES FOR VISITORS

Visitors are asked to remember the respect due to the deceased and conduct themselves in a quiet, orderly manner and shall not disturb any service being held, by noise or other disturbances. The provisions and penalties of the law will be strictly enforced in all cases of disturbance, wanton injury to property, disregard of the rules or conduct unbecoming to the cemetery. Anyone who violates the rules may be expelled from the cemetery.

The Cemetery Caretaker and or his/her designate are empowered and required to preserve order and decorum in the cemetery.

No parades other than funeral processions shall be admitted to or be organized within the cemetery unless authorized by the Cemetery Owner.

Children under the age of twelve (12) years are welcome on the cemetery grounds when accompanied by an adult who shall be responsible for their good conduct and shall see that they do not run over the lots or climb upon the monuments.

Vehicles within the cemetery shall be driven at a speed not exceeding 15 km per hour and shall not leave the roads or park on the grass unless directed to do so by the Cemetery Caretaker or his/her designate. Vehicles shall not be driven over the burial lots of others.

No pleasure ATV's (All Terrain Vehicles), unlicensed motorcycles or snowmobiles are allowed in the cemetery.

Owners of vehicles and their drivers shall be held responsible for any damage done by them.

The carrying or discharging of firearms, other than in regular volleys at burial services authorized by the Cemetery Operator or his/her designate, is prohibited in and around the cemetery.

No large assembly shall be permitted in the cemetery grounds other than a funeral or Memorial Service.

Any person who, in the cemetery, damages or moves any tree, plant, marker, fence, structure or other thing usually erected, planted or placed in a cemetery is liable to the Cemetery Owner and any Interment Rights Holder who, as a result, incurs damage. The amount of damages shall be the amount required to restore the cemetery to the state that it was in before anything was damaged or moved by the person liable.

Any complaints by Interment Rights Holders or visitors should be made to the Cemetery Operator in writing and not to workers on the grounds. Controversies with workers or others on the grounds are to be avoided.

Rubbish shall not be thrown on roadways, lots or walkways or any part of the ground. Receptacles are provided at convenient points on the grounds for the deposit of weeds, decayed flowers, plants, etc.

All persons are prohibited from defacing or injuring any monument, fence or other structure in or belonging to the Cemetery Owner.

BAO		BEREAVEMENT AUTHORITY OF ONTARIO
L'AUTORITÉ DES SERVICES FUNÉRAIRES ET CIMETIÈRES DE L'ONTARIO		
APPROVED	APPROUVÉ	
In accordance with the <i>Funeral, Burial and Cremation Services Act,</i> 2002	Conformément à la Loi de 2002 sur les services funéraires et les services d'enterrement et de crémation	
Date of Approval/ Date de l'approbation	Sept 25, 2018	
File/Licence No. Numéro de Fiche/Permis	4691625	
By/ Par	Caryn Smith	
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