



Cemetery By-laws

Approved by the Registrar of the Bereavement Authority of Ontario

October 2, 2024

WOODLAND CEMETERY MAUSOLEUM AND CREMATORIUM

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Foreword

These are the by-laws of Woodland Cemetery, Mausoleum and Crematorium (hereinafter referred to as “the Cemetery”). They have been approved by the Registrar of the Bereavement Authority of Ontario (“BAO”) on behalf of the Ministry of Public and Business Service Delivery and Procurement which may change from time to time. Their primary purpose is to protect and beautify the burial places under the care of the Trustees to always ensure reverent care of the property. It is with the utmost confidence, therefore, that the Trustees appeal to interment rights holder and the general public to assist them in furthering these objectives by observing the following by-laws.

These by-laws reflect time-tested Cemetery practices and have been developed based on experience since 1879.

All of the Cemetery by-laws apply to every form of interment right as far as the nature of the case permits.

By-law compliance ensures the safety of our families and employees, and the maintenance of proper Cemetery operations.

The Cemetery is non-denominational, accepting people of all faith backgrounds. The Cemetery was founded in 1879 and is managed by a General Manager and operated by the Trustees of St. Paul's Cathedral, with the assistance of an appointed Advisory Board. The Trustees and Advisory Board all serve on a voluntary basis.

Our Cemetery Manager oversees the Cemetery, and he/she will be pleased to advise you on any problems or questions that you may have connected with the Cemetery. The Grounds Foreman is also at your service, and it is desired that every interment right owner should feel free to consult these officials at any time during the posted office hours.

Subject to Statute and Regulations

These by-laws are subject to the provisions of the *Funeral, Burial and Cremation Services Act, 2002* (the “Act”) and its Regulations as the same may be amended from time to time. To the extent that any particular by-law is in conflict with the provisions of the Act or Regulations, the provisions of the Act and Regulations shall govern, and the by-laws shall be deemed to have been amended to conform thereto in all respects.

Address for Notice

Any person who acquires interment rights, or services in any manner from the Cemetery, shall provide to the Cemetery to maintain on the Cemetery's register, an appropriate address for notification purposes to enable the Cemetery to give such notice as the Act and Regulations may from time to time require. The person providing such information shall be bound thereby and shall be deemed to have received such notice, provided that it is sent in accordance with the certificate of interment rights for the contract entered into with the Cemetery.

These by-laws are subject to the provisions of any relevant Act of Canada or Ontario to the extent required thereby and both the Act and Regulations enacted thereunder and the Code, as the same may be amended from time to time. To the extent that any particular by-law is or becomes in conflict with the provisions of any relevant statutory enactment, the provisions of such statutory enactment, the Act and Regulations and Code, shall govern and the by-laws shall be deemed to conform thereto in all aspects.

Glossary of Terms

Artificial Decorations: Includes flowers, wreaths, and similar objects.

Burial: The opening and closing of a lot or grave (in ground) for human remains or cremated human remains (including the scattering of cremated human remains).

By-laws: The rules and regulations under which the Cemetery operates.

Care and Maintenance Fund: All interment rights are sold in perpetuity. As a requirement under provincial legislation, a portion of the purchase price of each interment rights, scattering of cremated remains, and the prescribed amount payable upon installation of monuments and markers, and the building of private mausoleums or columbarium is contributed into an irrevocable trust fund, the care and maintenance fund. Income from the care and maintenance fund is used to provide general care and maintenance of the Cemetery.

Child: Any person under the age of 15.

Columbarium: A structure containing individual compartments or niches for the placement of human cremated remains.

Contract: For purposes of these by-laws, all purchasers of interment or scattering rights, or other cemetery supplies and services 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 the price list.

Cremation: The process of reducing human remains by means of combustion and dehydration.

Crematorium: A building or portion thereof, fitted with the proper appliances for the purpose of cremating human remains.

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

Disinterment: The removal of human remains, including cremated human remains, from a closed or sealed grave, lot, niche or crypt. The raising and lowering of remains from standard depth to extra depth is considered a disinterment.

Entombment: The opening and closing of a crypt for the placement of human remains, or the opening and closing of a niche for the placement of cremated human remains.

Grave: Any inground burial space intended for the interment of a child, adult or cremated human remains.

Interment Right: A set of rights that includes the right to require or direct the interment, entombment, or disinterment of human remains or cremated human remains in a grave, lot, niche, or crypt and to authorize installation, removal, or the customization of memorials on of a grave, lot, niche, or crypt.

Interment Rights Certificate: The document issued by the Cemetery to the purchaser once the interment rights to a specific lot have been paid in full, identifying ownership and authority over those specific interment rights.

Interment Rights Holder: A person, firm, or corporation holding the right to direct the burial or disinterment of human remains and associated memorialization.

Lot: A designated area of cemetery land for which interments may be purchased. A lot may contain multiple graves.

Marker: A memorial constructed granite, set flush and level with the ground in the marker space.

Marker Space: Unless otherwise specified on the interment rights certificate, that portion designated to contain the marker.

Mausoleum: A structure or building containing individual compartments or crypts for the placement of human remains.

Memorial: All markers or monuments, columbarium niche or mausoleum crypt fronts.

Monument: An upright (above-ground) memorial, constructed of granite material, installed within the designated monument space of a lot(s), unless otherwise approved by the Cemetery.

Monument Base: That portion of the monument, constructed of granite, and set on a concrete monument foundation to provide stability and protection for the monument tablet.

Monument Tablet: Those portions of the monument set on the monument base, containing the design and memorial inscription.

Monument Space: That portion of the lot(s) designated to contain the monument and planting area.

Niche: An individual compartment in a mausoleum or columbarium for the inurnment of cremated human remains.

Plaques: An ornamental tablet, typically of bronze, or porcelain, that is fixed to a wall or other surface in commemoration of a person.

Plot: The cemetery plot, also known as the grave space, is the actual land space used for the burial. A Plot is two or more lots in respect of which the rights to inter have been sold as a unit.

Property: A building or area of land, or both together situated within the Cemetery.

Purchaser: The individual purchasing the interment or scattering right, products or services. The purchaser does not hold or maintain the right to direct burials, entombments, cremated remains scattering, or memorialization unless they are registered as the interment rights holder(s) and are so named on the interment rights certificate.

Retort: A mechanical unit used for the cremation process of human remains.

Scattering: The act of spreading or scattering cremated remains on the surface of land.

Scattering Ground: Land within a Cemetery set aside for the scattering of cremated human remains.

Scattering Right: Shall mean the right to direct the spreading of cremated remains over a designated area within a cemetery with the knowledge and permission of the cemetery, in keeping with the cemetery's by-laws.

Scattering Rights Holder: Any person who holds the right to scatter cremated human remains in a specified lot or other designated area within the cemetery.

Vault: A sealed, outer container, made of concrete or other hard material that holds a casket or urn when it is placed into the ground.

1.0 General Information

1.1 Hours of Operation: The Cemetery is open for visitors every day of the year from sunrise to sunset. The Cemetery Office is open Monday to Friday from 9:00 AM to 5:00 PM and Saturday from 9:00 AM to 1:00 PM. The office is closed Sunday and Statutory Holidays.

The mausoleum and indoor columbarium (the “Sanctuary”) may be visited every day of the year from sunrise to sunset – a key may be needed to access the buildings, which is available during office hours.

Burials will be carried out between the hours of 9:15 AM and 3:30 PM Monday through Friday and 9:15 AM and 11:45 AM on Saturdays (excluding Sundays and statutory holidays). Additional service charges will apply for burials arriving at the Cemetery after 3:30 PM Monday through Friday and after 11:45 AM Saturdays (excluding Sundays and statutory holidays).

1.2 Private Property : The Cemetery is privately owned land. Interment rights holders and public visitors enjoy the use of the Cemetery at their own risk and shall be governed by the following:

1.2.1 Damage to Property: No one may damage, destroy, remove or deface any property in or belonging to the Cemetery. The Cemetery 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;

1.2.2 Vehicles : Vehicles within the Cemetery shall be driven at a speed less than 20 km/hr. At no time shall such vehicles park more than two wheels on the grass. Owners of vehicles will be held liable for any damage caused by their drivers or vehicles. Vehicles include: an automobile, motorcycle, motor assisted bicycle, motorized snow vehicle, or bicycle;

1.2.3 Memorials : Monuments, markers, plaques, etc. are owned by the interment rights holder, and the Cemetery is not responsible for their loss or deterioration. These memorials should be protected by the interment rights holder's own insurance coverage. Minor scraping of the monument base of an upright monument due to grass/lawn maintenance is considered normal wear and tear;

1.2.4 Improper Conduct: In the sole opinion of the Cemetery, any person whose actions, conduct, behaviour, or attire disturbs the decorum of the Cemetery, or who violates these by-laws may be required to leave the cemetery grounds;

1.2.5 Feeding Wildlife Prohibited: Feeding of wildlife on the Cemetery property is strictly prohibited. Anyone found feeding wildlife by means of placing food on cemetery grounds will be asked to leave the property immediately;

1.2.6 Dogs: Dogs on leashes are permitted in the cemetery. We ask that all owners respect the sanctity of the cemetery grounds and pick up after their pets;

1.2.7 Special Events: Special events are permitted with the prior approval of the Cemetery;

1.2.8 Soliciting: Canvassing, soliciting, advertising or distributing business cards in the Cemetery is prohibited, as is the placing or displaying of any manufacturer's, monument dealer's, or quarry's name, insignia or trademark in any form;

1.2.9 Photographing, Filming, or Videotaping: Commercial photographing, filming, or videotaping of any part of the Cemetery may only take place with the prior approval of the Cemetery;

1.2.10 Roller Blades and Skateboards: The use of roller blades and skateboards is strictly prohibited within the Cemetery grounds;

1.2.11 Bicycles: To ensure the safety of our employees and visitors to the Cemetery, bicycles must be operated in a safe manner that respects the sanctity of the Cemetery and only operated on cemetery roads at a speed less than 20 km/hour. Bicycle racing is strictly prohibited.

1.3 Liability for Loss or Damage: The Cemetery assumes no liability or responsibility for the loss of, or damage to, any grave, lot, scattering ground, columbarium niche, mausoleum crypt, monument, marker, or article that may be placed on an interment right save and except as noted below.

The Cemetery only assumes liability if, during the course of performing routine cemetery operations, the Cemetery or its employees should cause damage to any grave, lot, scattering ground, columbarium niche, mausoleum crypt, monument, or marker. The liability shall be limited to the extent of the damage caused, and the Cemetery shall make a reasonable effort to correct the damage.

The Cemetery is not responsible for loss or damage from any causes beyond its reasonable control, whether the damage or loss be direct or collateral.

1.4 Public Access to Information: The Cemetery is committed to protecting the privacy of its interment rights holders. We collect, use and disclose personal information, as required by the governing federal and provincial legislation. We do not rent, sell, or trade personal information lists. Individuals may request their personal information in writing at any time to ensure that it is correct and current or to edit it.

Provincial legislation requires all Ontario cemeteries to maintain a public register that is available to the public during regular office hours.

1.5 Complaints: All complaints should be made at the Cemetery office in writing to the attention of the General Manager.

1.6 Gratuities Prohibited: No gratuities shall be at any time given to any officer or employee, nor shall any reward be given for personal service or attention. Any officer or employee who violates this by-law by accepting a gratuity or reward may be dismissed.

1.7 Changes in By-laws: The Cemetery may, from time to time, change the by-laws in order to best serve the interests of its cemetery and the interment rights holders. Public notice indicating pending changes will be posted at the entrance to the Cemetery and placed in a local newspaper. All changes to the by-laws are subject to the approval of the Registrar, Funeral, Burial and Cremation Services Act, 2002 (FBCSA), Bereavement Authority of Ontario (BAO). All by-law amendments will 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.

1.8 Right to Resurvey: The Cemetery expressly reserves the following rights and privileges to be exercised from time to time in accordance with any governing Provincial legislation in effect at the time:

- a) To resurvey, enlarge, construct a building or structure, alter, and/or diminish all or any portion of the Cemetery;
- d) To lay out, establish, close, eliminate, or otherwise modify or change the location of roads, walks, or drives;
- e) To create or remove easements and rights of way over and through all of the Cemetery premises for the purpose of installing, maintaining, or operating utility or communication lines, drains, irrigation systems, or for any other cemetery purpose provided that no burials or sale of interment rights have taken place in these areas;

No easement or right of interment is granted to any interment rights holder in any road, drive or walk within the Cemetery, but such road, drive or walk may be used as a means of access to the Cemetery as long as the Cemetery devotes such road, drive or walk to that purpose.

1.9 Errors: The Cemetery reserves the right to correct any errors that may be made in the Cemetery, including and without restricting the generality of the foregoing, in making interment or disinterment or in the description, transfer, or conveyance of any interment right, either by cancelling such and substituting in lieu thereof other interment rights of equal or greater value and similar location so far as possible or as may be selected by the Cemetery, or, in the sole discretion of the Cemetery, by refunding the monies paid on account of the said purchase.

Notice will be given personally to the interment rights owners or may be mailed to the interment rights owners or their legal representative, at their last appearing address on the record books of the Cemetery. In the event any such error may involve the disinterment of remains, the Cemetery shall first obtain the approval of any regulatory authority and the interment rights holder.

In the event an error shall involve the interment of the remains of any person in such property, the Cemetery reserves the right, subject to the Funeral, Burial and Cremation Services Act, 2002, to remove and reinter the remains to such other property of equal value and similar location, as may be conveyed in lieu thereof. The Cemetery further reserves the right to correct any errors made by interring in the wrong grave, by the disinterring and reintering in the proper grave at the Cemetery's own expense.

2.0 Cancellation, Sale and Transfer of Interment Rights

Once payment of the interment rights has been made in full, and an interment rights certificate has been issued, the interment rights holder(s), as recorded on the Cemetery records, assume the right to sell, cancel or transfer of any unused interment rights. Any sale or transfer of the interment rights shall be in accordance with the requirements under the Act, Ontario Regulations, and the Cemetery by-laws.

2.1 Ownership of Interment Rights: Ownership of all Cemetery lands remains vested with the Cemetery. Interment right holders only acquire the right to direct the burial of human remains, and the installation of monuments, markers and inscriptions, subject to Cemetery by-laws.

2.2 Resale and Transfer of Interment or Scattering Rights: The Cemetery permits the interment or scattering rights holder to sell or transfer their interment rights or scattering rights to a third party, at no more than the current price on the Cemetery price list, so long as the sale or transfer is conducted through the Cemetery and the interment rights holder and purchaser meet the qualifications and requirements as outlined in the Cemetery's by-laws.

2.3 Cancellation of Interment Rights Within Thirty (30) Days of Signing the Interment or Scattering Rights

Contract: Within thirty (30) days of signing the interment or scattering rights contract, the purchaser may cancel the contract by providing written notice of the cancellation to the Cemetery. If paid in full, the original interment rights certificate must be surrendered to the Cemetery.

Upon receiving written notice from the purchaser, the Cemetery will cancel the contract and issue a refund to the purchaser for payments received for the interment right, within 30 days of receiving said notice. No administrative fee will be charged.

2.4 Resale of Interment Rights or Scattering Rights After 30 Days: Once payment for the interment or scattering rights has been made in full, and an interment rights certificate has been issued, the interment or scattering rights holder(s), as recorded in the Cemetery records, has right to sell the interment rights at no more than the current price listed on the Cemetery price list, so long as the sale or transfer is conducted through the Cemetery and the interment rights holder and purchaser meet the qualifications and requirements as outlined in the by-laws.

2.5 Resale of an Interment Right if Exercised: The purchaser, or the interment rights holder(s) are not entitled to resell an interment right if any portion of the interment right has been utilized.

2.6 Cancellation of Interment or Scattering Rights after 30-Days of Signing the Interment or Scattering Rights Contract:

Once the interment rights certificate has been issued to the interment rights holder(s), the certificate must be returned to the Cemetery operator along with the written notice of cancellation.

Upon receiving written notice from the interment rights holder of the interment or scattering rights, the Cemetery will cancel the contract and issue a refund to the interment rights holder for the amount paid for the interment or scattering rights less the appropriate amount that is required to be deposited into the care and maintenance fund. The refund will be made within thirty (30) days of receiving said notice.

If any portion of the interment or scattering rights has been exercised, the interment rights holder(s) are not entitled to cancel the contract or re-sell the interment or scattering rights.

2.7 Subdivision of an Interment Right: Interment Rights holder(s) are not entitled to subdivide an interment right.

2.8 Information and Documentation Required to Resell or Transfer a Non-Utilized Interment Rights: The Cemetery permits the private sale of interment rights. While we permit this, there are specific conditions which must exist, and certain steps required to ensure the transfer of ownership is registered in our records. The following information and documentation is required to be filed with the Cemetery office before an interment rights holder(s) is entitled to resell or transfer a non-utilized interment right to a third-party transferee;

- a) The rights holder(s) are required to obtain a rights holder(s) Endorsement of Sale or Transfer document from the Cemetery office that is required to be completed in full, or;
- b) If the interment rights certificate does not contain a rights holder(s) Endorsement of Sale or Transfer on the back of the original interment rights certificate, the rights holder(s) are required to obtain a rights holder(s) Endorsement of Sale or Transfer document from the Cemetery office;
- c) The rights holder(s) registered on the Cemetery records will sign the Endorsement of Sale or Transfer document confirming their intention to sell or transfer their right, title and interest in the interment rights to the third-party transferee. The rights holder(s) will also certify that the interment rights are not being transferred to a third-party transferee for an amount greater than the value on the Cemetery price list at the time the sale or transfer is registered:

Upon selling the rights to a third-party purchaser, the rights holder must provide the third-party purchaser the following: *

- The interment/scattering rights certificate endorsed with the following:
 - A statement signed by the rights holder selling the rights, acknowledging the sale to the third-party purchaser
 - A signed confirmation by the cemetery operator that the person selling the rights is shown as the rights holder in the cemetery's records
 - The date on which the rights were sold to the third-party purchaser
 - The name and address of the third-party purchaser
 - A statement of any money owing to the cemetery operator in respect to the rights
- A copy of the current cemetery by-laws
- A written statement of the number of lots/scatterings that have been used in the plot/scattering grounds to which the rights relate and the number of lots/scatterings that remain available
- Any other documents in the rights holder's possession relating to the rights

*Transfer of Interment Rights: If the rights holder transfers the rights to another person for no consideration (no money), the same obligations described above apply, with necessary modifications, to the rights holder and the transferee.

- d) The third-party transferee must complete and sign the Acknowledgement of Transferee(s) section of the Endorsement of Sale or Transfer document, providing the transferees name, address, and contact information:
 - i) Confirm they have received a copy of the current Cemetery by-laws;
 - ii) Acknowledge the number of graves that remain available;
 - iii) Indemnify the Cemetery of any misrepresentation by the interment rights holder(s).

Once the third-party transferee has signed the Endorsement document, the completed document, along with the original interment rights certificate, will be returned to the Cemetery office. Should the interment rights holder not be able to locate the original interment rights certificate, the Cemetery office may issue a duplicate interment rights certificate. The Cemetery may charge an administration fee for the issuance of a duplicate certificate in accordance with the price listed on the current Cemetery price list.

The completed Endorsement of Sale or Transfer document will then be returned to the Cemetery office for registration. The Cemetery will:

- a) Review the completed endorsement document to ensure all information has been completed in full. If the endorsement certificate has been completed in full, the Cemetery will:
- b) Register the re-sale or transfer on the Cemetery records;
- c) Provide the interment rights holder(s) selling the interment rights with a copy of the completed Endorsement document;
- d) Provide the third-party transferee(s) with a copy of the completed endorsement document;
- e) Issue a new interment rights certificate to the third-party transferee(s).

Following completion of the documentation and procedures listed above and the issuance of the new interment rights certificate, the third-party transferee(s) shall be considered the current interment rights holder(s) of the interment rights,

and the resale or transfer of the interment rights shall be considered final in accordance with the Act, Regulations, and the Cemetery by-laws.

2.9 Proof of Ownership: In cases of transfer of interment rights by a last will and testament of the remaining interment rights in a lot, the Cemetery reserves the right to require a notarized copy of the will or other evidence sufficient to prove ownership.

2.10 Care and Maintenance Fund: Contributions to the care and maintenance fund are not refundable after the expiration of the 30-day cooling off period, 30 days after the signing of the contract.

2.11 Arrears: The resale or transfer of interment rights may be made only after the interment rights have been paid in full and any arrears associated with them are paid in full.

2.12 Cancellation of Licensed Supplies and Services: A purchaser may cancel a contract for the provision of licensed supplies and services, excluding interment rights, at any time after the expiry of 30 days from when the contract was made, and if the Cemetery has not fully performed the contract, by providing a written notice of cancellation. The refund shall include interest earned on the money net of the amount for supplies and services provided, in accordance with the contract, and an administration fee and an amount for any customized supply.

2.13 Abandoned Interment Rights: If any interment rights have not been used after a 20-year period from their purchase has elapsed, and the interment rights holder(s) or their beneficiaries are unknown to the Cemetery, the interment rights may be considered abandoned. The Cemetery may apply to the Registrar of the Act for a declaration that the interment rights have been abandoned. After being satisfied that the prescribed procedures have been followed, the Registrar may issue a declaration that the rights have been abandoned, and the Cemetery may resell the interment rights. Any person whose interment rights have been resold after being declared abandoned may apply to the Registrar for redress according to prescribed provisions.

3.0 Burials and Scattering of Cremated Remains

3.1 Authorization, Information and Documents Required for a Burial, or Scattering of Cremated Remains: For each burial or entombment of human remains, or each scattering of cremated human remains, the purchaser or rights holder must enter into a contract, providing such information as may be required by the Cemetery for the completion of the contract.

3.1.1 Written Permission of Interment Rights Holder: interment rights holder(s) may be required to visit the Cemetery office and provide written direction and authorization prior to a burial, scattering, or entombment taking place. Should the interment rights holder be the deceased, direction must be provided in writing by the next of kin or estate executor.

3.1.2 Proof of Registration of Death: A burial permit issued by the Registrar General or equivalent document showing that the death has been registered must be provided to the Cemetery office on the day of the burial. A certificate of cremation must be submitted to the Cemetery office before a burial or scattering of cremated remains may take place.

3.1.3 Information Required: For each burial or entombment of human remains, or each scattering of cremated human remains, the purchaser or rights holder must enter into a Cemetery sales contract, providing such information as may be required by the Cemetery for the completion of the sales contract, and the public register, in accordance with provincial legislation.

3.1.4 Payment: Payment in full must be made to the Cemetery before a burial may take place.

3.1.5 Authorization of Social Services Agency: Written instruction from a social services administrator must be submitted to the Cemetery office before a burial assisted by a Social Services Agency may take place.

3.2 Opening and Closing of Interment Rights: Graves and lots shall be opened and closed only by the Cemetery.

To ensure safe conditions are maintained at all times, families wishing to witness the closing of a lot or grave shall remain a minimum of 10 metres from the open grave.

Every effort will be made to complete a burial on the assigned day and time. If due to inclement weather conditions, health and safety concerns, or conditions beyond the Cemetery's control, a burial cannot be made at the scheduled time, the burial shall be completed as soon as possible.

The Cemetery retains the right of passage over every lot or grave so that cemetery operations may be performed effectively and safely.

The Cemetery retains the right to temporarily relocate a monument or marker so that Cemetery operations involving the opening and closing of a lot or grave may be performed.

The opening of a lot or grave for burial necessitates the temporary mounding of earth on adjacent graves. The Cemetery reserves the right to determine the location for the temporary mound and will make reasonable efforts to restore adjacent graves to their original condition as soon as possible following the closing of the grave.

Funeral flowers, delivered to the Cemetery at the time of burial, will remain on the lot or grave for a minimum of five days, and will be removed at any time thereafter and discarded by the Cemetery.

3.3 Notice Required: The Cemetery shall be given at least eight business hours of notice for each burial or scattering of human remains. During the period December 31 to March 31, at least 16 business hours is required.

3.4 Number of Burials: A maximum of one casket and three cremated remains may be buried in each grave unless otherwise specified on the contract for the purchase of the interment rights. If conditions permit, and approved by the Cemetery, two caskets and two cremated remains may be interred in the same grave, the first casket will be at an extra depth.

3.5 Closed Caskets: Remains must be delivered to the Cemetery for burial in a closed casket. Under no circumstances may an employee of the Cemetery open or close a casket or container.

In the case of cremated remains, remains must be delivered to the Cemetery for burial in a closed cremation urn or container. The cremated remains will be buried in such cremation urn or container, for burial within the interment right.

3.6 Outer Containers: Caskets or urns may be interred without an outer container. Should an outer container of concrete, steel, or other permanent nature be used, a service charge will apply.

3.7 Scattering Cremated Remains: Human cremated remains may be scattered in a designated scattering ground within the Cemetery. Cremated remains are not permitted to be scattered on an interment right. A scattering application and payment of the requisite scattering fee must be completed at the Cemetery office before the scattering of cremated remains may take place. A member of the Cemetery staff must perform the scattering, or be in attendance, when the cremated remains are scattered within the designated scattering ground.

3.8 Retrieval of Buried Cremated Remains: The retrieval of cremated remains buried in a lot or grave cannot be guaranteed. The Cemetery will not be responsible for damage to any cremation urn or cremation outer container which occurs during the course of the disinterment. Due to the length of time a cremation urn has been buried and/or the conditions to which it has been exposed, the Cemetery cannot guarantee that it can retrieve a cremation urn or cremation container buried in a lot or grave. The condition of any cremation urn or cremation container disinterred may be unstable, in which case, a replacement urn may be required, at the expense of the party authorizing the disinterment.

3.9 Retrieval of Scattered Cremated Remains: The process of scattering of cremated remains is irreversible, therefore, scattered cremated remains cannot be retrieved.

3.10 Requirements for Disinterment of Caskets or Cremated Remains: Human remains may be disinterred from a lot or grave provided that the written consent (authorization) of the interment rights holder(s) has been received by the Cemetery operator and the prior notification of the medical officer of health.

A certificate from the local medical officer of health must be received at the Cemetery office before a disinterment of casketed human remains may take place. A certificate from the local medical officer of health is not required for the disinterment of cremated remains.

Disinterment may also be ordered by certain public officials without the consent of the interment rights holder(s) and/or next-of-kin.

Disinterment will be completed at a day and time designated by the Cemetery. It is the policy of the Cemetery not to perform any disinterment except between April 15 and November 15, in any year.

The Cemetery may require any casket, outer container, cremation urn or cremation outer container that has been replaced to be removed from the Cemetery for disposal. All costs shall be borne by the party authorizing the disinterment. Under no circumstances can a used casket be directed to the crematorium for disposal.

If interment rights are transferred back to the Cemetery, any monuments or markers are to be removed before the transfer can be completed. The cost for the removal of the memorials and foundations shall be paid by the individual(s) authorizing the transfer.

The Cemetery reserves the right to disallow any witnessing of the disinterment if it feels at its sole discretion that the health or safety of anyone present may be at risk.

The cemetery is not responsible for damage to any casket, urn, container, or vault which may occur during a disinterment. Additionally, due to the length of time that a casket, urn, container, or vault has been interred and the conditions to which it has been exposed, the cemetery cannot guarantee that it can retrieve the complete casket, urn, container, or vault interred in the cemetery. Should a new casket, urn or container be required at the time of disinterment,

it shall be at the expense of the party authorizing the disinterment. Additionally, the cemetery operator has the right to request that a licensed funeral director be present for the disinterment at the expense of the party authorizing the disinterment.

Disinterments will be scheduled at a day and time designated by the cemetery operator. The cemetery operator reserves the right to close the cemetery or the section where the disinterment is to take place. Only those persons required or permitted by the cemetery to attend a disinterment shall be allowed to enter the cemetery or the section involved during a disinterment.

3.11 Contagious/Communicable Diseases: If a contagious/communicable disease has been confirmed, the Cemetery reserves the right to adhere to recognized Health and Safety practices.

The Cemetery may designate the hour and manner in which such burials may be made.

The human remains of persons who have died from a contagious/communicable disease may be removed only with the consent of the local medical officer of health or other public official having authority.

Human remains of persons who have died from contagious/communicable disease will not be accepted for temporary storage.

3.12 Pets or Other Animals: Only human remains shall be buried, entombed, or scattered in the Cemetery.

3.13 Winter Storage: A body received for winter storage must be removed by May 1, unless it is enclosed in a hermetically sealed, zinc lined box or airtight metallic casket.

3.14 Attendance by Cemetery Representative: A Cemetery representative shall attend each interment, and no interment shall be conducted in their absence.

4.0 Memorialization

4.1 General

4.1.1 Unstable Memorials: Should any memorial or private mausoleum present a risk to public safety because it has deteriorated to the point of becoming unstable, the Cemetery shall do whatever it deems necessary, by way of repairing, resetting, or laying down the memorial or any other remedy, to remove the risk.

4.1.2 Removal of Memorials: The Cemetery may remove a marker and/or monument from any lot or grave, or an inscription from a columbarium niche or mausoleum crypt if payment of the contract for the marker, monument or inscription is in default. Markers, monuments, or inscriptions will not be placed unless approved by the interment rights holder(s) or their representative.

The Cemetery 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.

4.1.3 Moving Corner Posts or Number Markers: Only the Cemetery or person(s) authorized by the Cemetery may move corner posts or number markers.

4.1.4 Requirements to Place an Inscription on a Memorial: The Cemetery requires the written consent of the interment rights holder(s) and an order form detailing the inscription to be placed on the memorial prior to the placement of the inscription. Only inscriptions which, at the sole discretion of the Cemetery, are in keeping with the dignity and decorum of the Cemetery will be permitted.

4.1.5 Inscription Rights on Memorials owned by the Cemetery: Inscription rights vary according to location, design, and material. To ensure quality control, consistency and integrity of design, inscriptions on memorials owned by the Cemetery must be approved and placed by the Cemetery. Inscription rights are outlined on the interment rights certificate. Please consult the Cemetery office for additional information.

4.1.6 Installation of Memorials: Only the Cemetery may install markers, and bronze vases or lanterns that are set in the ground.

4.1.7 Errors in Inscriptions: The Cemetery shall have the right to correct any errors made in an inscription, and the Cemetery's liability for such errors is extinguished upon the appropriate corrections, in the Cemetery's opinion, being made.

4.2 Monuments

4.2.1 Foundations: All foundations for monuments shall be built by the Cemetery at the expense of the interment rights holder(s). The construction of foundations is only available from May 1 to November 1, weather permitting.

4.2.2 Monument Foundations: Concrete monument foundations are required to maintain the stability of all monuments and shall be built by the Cemetery in the designated monument space at the expense of the purchaser.

The charges for the construction of foundations are set forth in the Cemetery price list and shall be paid before the work is undertaken. This service will be performed at the Cemetery's cost price.

4.2.3 Foundation Depth: Foundations shall be no less than 137.16cm (4 ft 6 in) in depth.

4.2.4 Approval of Monument Design: A monument, private mausoleum or other structure shall be erected only after its design, dimensions, plans, and specifications relative to the material, construction, proposed location, and all attachments and sculpture are submitted to and approved by the Cemetery.

4.2.5 Only One Monument to a Lot: Only one monument shall be erected within the monument space on any lot.

4.2.6 Monument Location: Monuments shall be centred at the head of the lot in the designated monument space.

4.2.7 Delivery of Monuments to the Cemetery: No monument shall be delivered to the Cemetery for installation until the monument foundation has been constructed and the interment rights holder(s) or marker retailer has been notified by the Cemetery.

4.2.8 Size of Monument: The overall face area of the monument (including the monument tablet, monument base, and all parts of the monument therein) shall not exceed 15 percent of the area of the lot.

4.2.9 Monument Bases: The length of the base of the monument shall not exceed two-thirds of the width of the lot on which the monument is located.

The minimum height of the base shall be no less than 10.16cm (4in). The maximum height of the base and monument combined shall not exceed 122cm (48in).

The bottom of all bases must be cut level and true to facilitate their installation on the monument foundation.

4.2.10 Monument Tablets: The minimum thickness of a monument tablet is 15.24cm (6 in). Neither the length nor width of the tablet and no part of a monument may exceed the length or width of the monument base.

A tolerance of 0.64cm (0.25 in) may be permitted over or under the approved specified dimensions.

Every monument tablet shall be finished on all sides, ends, and top.

Rights holders are responsible for obtaining approval for memorial designs before making any purchases. The Cemetery will not be liable for any expenses or costs incurred by a rights holder if their monument, marker, or memorial is not approved for installation in the Cemetery.

Unique designs for monuments (including a boulder used as a memorial and memorial benches), which deviate from this by-law, must be submitted to and approved by the Cemetery.

4.2.11 Inscriptions on the Back of Monument Tablets: Only the surname and a monument design approved by the Cemetery are permitted on the back of monument tablets facing an adjacent lot. Given names, dates of birth and death, epitaphs, etc. are not permitted. Interment rights holders must understand that, in some instances, the view of surnames or designs placed on the back of the monument could be blocked by the erection of a monument on an adjacent lot.

The foregoing does not apply to monuments installed prior to the date of this by-law.

Existing memorials established before these by-laws may not meet current standards; however, this does not set a precedent for future exceptions. All new memorials must comply with the current by-laws.

4.2.12 Monument Crosses: Monument crosses up to a height of 1.07m (3 ft 6 in) must be a minimum thickness of 20.32cm (8 in). Any cross over this height must increase in thickness by 2.54cm (1 in) for every 30.48cm (1 ft) or fraction thereof over 1.07m (3 ft 6 in). The base of the vertical shaft must not be less than 20.32cm (8 in) in width. The cross may taper to a minimum width of 15.24cm (6 in) at the top. The arms of the cross must be a minimum of 15.24cm (6 in) in width. The cross must be adequately dowelled to the monument. These guidelines refer to the cross portion of the monument only.

4.2.13 Temporary Crosses: Wood crosses are permitted as a form of temporary memorialization. These crosses must not exceed a height of 75cm (30 in) from grade and will be permitted until the earlier of the permanent memorialization is installed or until one (1) year has passed from time of interment, at which time it will be removed without notification. Removed items will be stored on site in a designated area for no more than 60 days after which they will be discarded. The Cemetery will not be responsible for any lost or damaged items.

4.2.14 Monument Dowelling: To ensure stability, all monument tablets, columns, limbs of crosses, etc. shall be adequately dowelled to the base unless the underside of the superstructure is of sufficient area in relation to its height. Dowels must be of a non-corrosive material not less than 1.27cm (0.5 in) in diameter. Dowels must be inserted not less

than 15.24cm (6 in) into the base and bottom of the monument tablet. Dowel holes must be drilled no more than 0.64cm (0.25 in) larger than the diameter of the dowel.

4.2.15 Inserts and Emblems: Inserts and emblems (exclusive of pictures and photos) made of bronze, granite or stainless steel are permitted on monuments, and must be attached by means of pins or clips.

4.2.16 Pictures, Etchings and Photographs on Monuments: The Cemetery requires the written consent of the interment rights holder(s) prior to the placement of the picture, etching or photograph on the monument. Pictures or photographs must be manufactured in a permanent, weather-resistant material. Pictures, etchings or photographs of a non-permanent material will be removed and discarded by the Cemetery without notification.

The Cemetery does not accept any responsibility or liability for the picture, photograph or monument should a picture or photograph become lost, faded, cracked, damaged, or need to be removed.

4.2.17 Candle Holders and Vases: A maximum of three bronze, granite or stainless-steel candle holders, incense burners / bowls and vases may be attached to the monument and must be installed a minimum separation of 2.54cm (1 in) from the monument tablet. If a translucent section is necessary, the Cemetery recommends it be made of an unbreakable, heat-resistant glass or of a fire-resistant plastic material. Candle holders must be fully enclosed on all sides by means of a door or lid.

4.2.18 Damage to Memorialization: The Cemetery will take reasonable precautions to protect the memorialization of interment rights holder(s), but it assumes no liability for the loss of, or damage to, any parts thereof. All interment rights holders are required to keep all markers and monuments erected on their lot(s) or grave(s) in proper repair at their own expense. The Cemetery will make all reasonable efforts to notify the interment rights holder(s) in writing of any repairs necessary, as a result of vandalism, Act(s) of God, or other damage.

4.2.19 Miscellaneous Items: Nails, wires, articles made of glass or pottery or any other material that create a hazard to workers and to visitors when neglected or broken are not allowed on Cemetery grounds. Such items will be removed by Cemetery staff when made aware of such items.

4.2.20 Flags and Flag Poles: Small flags (maximum two (2) with a size not exceeding 30cm (12 in) x 45cm (18 in), in good condition with a height of the pole(s) not exceeding 60cm (2 ft) from grade shall be permitted, if installed within a designated flowerbed surrounded by a border of solid material edging. The Cemetery reserves the right to remove any flag(s) that are worn, weathered, torn or offensive in nature.

Small Canadian flags are permitted in veterans' sections without the need for a border of solid material to be installed.

4.3 Markers

4.3.1 Types of Markers: The Cemetery may specify certain lot or graves on which only granite markers may be installed.

4.3.2 Setting of Markers: All markers shall be set flush with the ground unless otherwise specified on the interment rights certificate.

4.3.3 Delivery of Markers to the Cemetery: Markers shall be delivered to the Cemetery service area as directed by the Cemetery. Unless otherwise notified by the Cemetery, markers shall not be delivered for the period January 1 through March 1, as weather does not permit their installation on the lot, grave, or scattering ground.

4.3.4 Size of Markers: Unless otherwise specified on the interment rights contract, the following maximum size of markers shall apply:

- a) Double Adult grave marker – 76.20cm (30 in) x 30.48cm (12 in)
- b) Triple Adult grave marker – 91.44cm (36 in) x 30.48cm (12 in)
- c) A three-grave lot can have one (1) single marker and one (1) double marker.
- d) Child grave – shall not exceed 50.8cm (20 in) x 30.48cm (12 in)
- e) A foot marker shall not exceed 50.8cm (20 in) x 30.48cm (12 in)
- f) A cremation lot shall not exceed 50.8cm (20 in) x 30.48cm (12 in)

4.3.5 Photographs on Markers or Vases: Due to the danger of becoming damaged or broken, picture or photograph attachments are not permitted on markers set flush with the ground or on vases.

4.3.6 Granite Markers: Granite markers shall not be less than 7.62cm (3 in) or more than 15.24cm (6 in) of uniform thickness throughout and must be smoothly finished on top and bottom.

4.4 Private Mausoleum and Columbaria

4.4.1 Construction Material: The exterior of all private mausolea and columbaria must be constructed of granite material.

4.4.2 Approval Required: Approval from the Cemetery and the relevant municipal and provincial governments is required prior to the construction of a private mausoleum or columbarium.

4.4.3 Setback Requirements: A private mausoleum or columbarium exceeding 2m (6.6 ft) in height and 15 cubic meters (530 cubic ft) in volume must not be constructed immediately adjacent to existing lots or graves. Governing provincial legislation requires a minimum setback of 4.57m (15 ft) between a private mausoleum or columbarium and existing lots or graves.

4.4.4 Cemetery Approval of Structure: The Cemetery reserves the right to review and approve all architectural and structural drawings for private mausolea and columbaria, and may charge a fee for its services.

4.4.5 Approval of General Contractor: The Cemetery reserves the right to review, qualify, and approve all general contractors engaged by an interment rights holder for the construction of a private mausoleum or columbarium on their lot. The general contractor must comply with all Cemetery by-laws, especially the Contractor By-laws outlined in Section 10.

4.4.6 Footings and Foundations: The Cemetery has the exclusive right to construct all footings and foundations for private mausoleum and columbarium structures. A fee for this service will be charged to the interment rights holder before construction begins.

4.4.7 Family Estate Columbaria: These individually owned columbaria, where the interment rights apply to the entire structure, are subject to specific restrictions. Only the family name is permitted to be written at the top of the structure. All dates, given names, and other inscriptions must be on the niche plate fronts. No inscriptions or alterations will be permitted on any other surfaces. The rights holder may only be entitled to resell a family estate columbarium if they have not exercised any interment rights and the façade of the structure has not been altered or returned to the original state at the time of purchase. The rights holder is responsible for all costs relating to the restoration of the structure to the original manufactured state.

5.0 Care and Planting of Interment Rights

5.1 General Care of Interment Rights: Income from the care and maintenance portion of the interment right purchase is trusted in a fund and used to maintain, secure, and preserve the Cemetery grounds. An example of routine maintenance services covered by the care and maintenance fund include:

- a) Re-levelling and sodding or seeding of lot or graves;
- b) Maintenance of cemetery roads, sewers and water systems;
- c) Maintenance of perimeter walls and fences;
- d) Maintenance of cemetery landscaping;
- e) Maintenance of mausoleum and columbaria;
- f) Repairs and upkeep of cemetery maintenance buildings and equipment.

To the extent that income from the memorial care and maintenance fund permits, the Cemetery will stabilize, and secure markers and monuments within the Cemetery.

The planting or trimming of trees and shrubs on individual lots or graves, preparation of flowerbeds, cleaning of memorials, and other special services are deemed to be additional to services outside of those services covered by the care and maintenance fund, for which a reasonable charge is made. Complete information and estimates may be obtained from the Cemetery office.

5.2 Planting and Care of Burial Rights: Pruning of dwarf trees and shrubs and maintenance of flowerbeds for graves and lots is not looked after under the general care and maintenance of the Cemetery. Flowerbed maintenance, pruning, fertilizing, watering, etc. are the sole responsibility of the interment rights holder(s).

Should plant material become unsightly, neglected, overgrow the monument, or infringe on an adjacent lot or grave, the plant material will be removed by the Cemetery at the expense of the rights holder(s), who will be notified in writing of such removal.

Interment rights holder(s) understand that plant material may have to be removed to facilitate a burial or scattering within a lot or grave. The Cemetery will make reasonable efforts to preserve and reinstall the plant material but does not assume any responsibility or liability in this regard.

Interment rights holders wishing to have independent contractors provide service on their lot(s) or grave(s) must provide written authorization for the work to be performed. The contractor must provide written authorization to the Cemetery office before commencing the work and abide by all Cemetery by-laws, and more specifically, the contractor by-laws outlined in Section 10.

5.3 Planting of Bushes, Shrubs and Ornamental Bushes: May be planted on the ends of monuments. The height of bushes, shrubs or ornamental trees shall at no time exceed 2.44m (6 ft) above ground level. The diameter of bushes, shrubs or ornamental trees at their widest point, including all foliage, shall at no time exceed 45cm (18 in) or obstruct adjacent lots.

5.4 Encroachment on Adjacent Lots: Should such bushes, shrubs and or ornamental trees encroach on adjacent lots, the Cemetery reserves the right to trim back or remove the offending bush, shrub or ornamental tree to comply with Cemetery's regulations. All trees, shrubs or ornamental trees shall be trimmed or removed as required.

If any bush, shrub or ornamental tree situated on any plot becomes detrimental to the adjacent plots, drains or walks or prejudicial to the general appearance of the Cemetery grounds or presents an inconvenience to the public, the Cemetery reserves the right to trim or remove the bush, shrub or ornamental tree required. The Cemetery will not be held responsible for any costs associated with the replacement of the offending bush, shrub or ornamental tree.

5.5 Bush, Shrub or Ornamental Tree Restrictions: Unless otherwise specified on the interment rights certificate, only one (1) bush, shrub or ornamental tree shall be permitted to be planted on either side of the existing upright monument.

5.6 Size of Flowerbeds on Graves: Flowerbeds may be installed with the following conditions:

5.6.1 Monuments: Flowerbeds shall not exceed 18 in (45.72cm) from in front of the base of the monument and not exceed more than 6 in (15.24cm) on either side of the base of the monument.

5.6.2 Flat Markers: Flowerbeds must be planted below the marker and shall not exceed 12 in (30.48cm) from the bottom of the marker and shall not exceed the width of the marker.

5.6.3 Interment Right Boundaries: Flowerbeds are to be kept within the limits of interment rights and will not be permitted to extend beyond the boundaries of any interment right, regardless of size. Any flowerbeds encroaching on neighboring interment rights will be removed without notice.

5.7 Size of Flowerbeds on Infant, Child or Cremation Lots or Graves: Unless otherwise specified on the interment rights certificate, flowerbeds on children, infants, and cremation lots or graves must be planted in a bed appropriate to the size of the lot or grave.

5.8 Designated No Planting Area: The Cemetery reserves the right to dedicate areas as no planting areas within the Cemetery.

5.9 Damage to Plants: The Cemetery shall not be held responsible for replanting or replacing in the event of the destruction of, or damage to plants, shrubs or trees from causes other than negligence on the part of the Cemetery, and in the event the Cemetery is negligent, their liability, if any, shall be fully satisfied by their making of a reasonable effort to correct the same, or in their discretion by refunding monies paid to and received by them.

The Cemetery expressly disclaims any liability for damage to, or destruction of, plants, flowers, shrubs, or trees resulting from wildlife activity. No responsibility shall be assumed by the Cemetery for replanting, replacing, or compensating for vegetation affected by wildlife, including, but not limited to, deer or other natural inhabitants of the surrounding environment.

5.10 Annual Spring Maintenance: Commencing each spring on the first Tuesday after Easter weekend, all items in contravention to the Cemetery's by-laws and Policies and Procedures will be removed without notification. Removed items will be stored on site in a designated area for no more than 60 days after which they will be discarded. The Cemetery will not be responsible for any lost or damaged items. Signs posted at the entrances to the Cemetery will provide notification of the annual spring cleanup.

5.11 Grading of Lots and Cutting Sod: Only the Cemetery or contractors authorized by the Cemetery may cut or remove sod or soil or change the grading of a lot or grave or any surrounding area.

5.12 Property Modification: The Cemetery may modify or change roads, drives and walks. They also reserve the right to lay, maintain, operate and alter from time-to-time lines or gutters for water supply and drainage systems and generally to use the entire Cemetery property for Cemetery purposes with the right to ingress or egress over plots for all purposes, including burials and the property maintenance of the Cemetery, subject to the approval of the appropriate Ontario Ministry and to the giving of all required notices.

5.13 Borders, Fences, Railings, Walls, Cut Stone and Hedges: Due to safety and operational hazards, borders, fences, curbs, railings, walls, cut stone copings and hedges in or around lots and graves are not permitted. If found, the Cemetery will make reasonable efforts to notify the interment rights holder(s) at their last known address 30 days prior to their removal. Any such items which have been erected prior to the enactment of these by-laws may be removed by the Cemetery Manager should they by reason of neglect or age become unsightly.

Historical exemptions to this bylaw may apply as the Cemetery reserves the right to maintain historical structures in a manner consistent with the preservation of the cemetery's heritage. The existence of historical structures does not permit the construction of new ones under these bylaws.

6.0 Articles Placed on Interment Rights

6.1 General: The Cemetery is committed to supporting a broad array of religious and ethnic preferences and will make a diligent effort to create a respectful and dignified resting place for the multi-cultural communities that we serve.

Permitted articles must be placed within the designated planting area of the lot, or grave, as defined in by-laws 5.2 – 5.7 respectively.

The Cemetery reserves the right to regulate the articles placed on lots or graves that pose a threat to the safety of all interment rights holders, visitors to the Cemetery and Cemetery employees, that prevents the Cemetery from performing general Cemetery operations, or are not in keeping with the dignity and decorum of the Cemetery.

Prohibited articles will be removed and discarded without notification or if they interfere with a burial. The Cemetery will not be held responsible for the re-installment, replacement or cost of replacement of any such items removed for reasons listed above.

To assist interment rights holder, the following is a sample of articles that are prohibited from being placed on lots or graves within the Cemetery:

- a) Articles made of hazardous materials, such as non-heat resistant glass (excludes glass attached to monuments), ceramics, or corrosive metals;
- b) Loose stones, unless they are of a diameter not to exceed 5cm (2 in) and contained within a designated garden with a border of a solid material edging;
- c) Sharp objects;
- d) Trellises or arches;
- e) Chairs or benches.

Please contact the Cemetery office for clarification prior to purchasing or placing an article on an interment right.

6.2 Temporary Wooden Crosses: Interment rights holders wishing to temporarily place a wooden cross on a lot or grave must first visit the Cemetery office and sign a temporary wooden cross agreement with the Cemetery. Temporary wooden crosses are permitted on lots or graves for a maximum period of one year and must be located within the memorial space. Temporary wooden crosses are not permitted on graves or any form of lot or grave if a permanent monument or marker exists on the lot or grave.

Temporary wooden crosses must be constructed of solid wood. Laminated wood materials are not permitted as they deteriorate in inclement weather. If screws or dowels are used as fasteners, they must be set flush with the wood joints and cannot protrude beyond the surface of the wood.

The following are the maximum and minimum permissible dimensions for temporary wooden crosses:

- a) Maximum overall length 152.4cm (60 in);
- b) Maximum height above the ground 106.68cm (42 in);
- c) Minimum depth below the ground 45.72cm (18 in);
- d) Maximum overall width 53.34cm (21 in);
- e) Maximum width of upright shaft and arms 8.89cm (3.5 in);
- f) Minimum thickness of upright shaft and arms 3.18cm (1.25 in).

6.3 Candles, Incense or Flammable Articles: Lighted candles, incense, or other flammable articles may be placed on a lot, grave, or scattering ground only when attended by an adult. Candle holders must be fully enclosed on all sides by means of a door or lid, and housed within a non-flammable, non-breakable container. Due to their hazardous nature, oil lamps are not permitted at any time. Lighted candles and incense must be extinguished prior to leaving the lot or grave.

Any damage caused by candles, incense or flammable articles is the direct and total responsibility of the interment rights holder(s). The Cemetery does not assume any liability in this regard.

The Cemetery may remove at its sole discretion, any such article and discard of it without notification.

6.4 Borders, Fences, Railings, Walls, Cut Stone and Hedges: Plastic PVC edging installed around the perimeter of a prescribed flowerbed, not exceeding 10.16cm (4 in) in height above the ground level, is permitted as defined in By-laws 5.6 and 5.7, respectively. Borders, curbs, coping, fences, railings, walls, ditches, hedges, or other articles are not permitted to define the perimeter of a lot, grave, scattering ground, or planting area unless they were erected prior to the enactment of these by-laws which may be removed by the Cemetery should by reason of neglect or age they become unsightly or create an unsafe situation.

Historical exemptions to this bylaw may apply, as the Cemetery reserves the right to maintain historical structures in a manner consistent with the preservation of the Cemetery's heritage.

The existence of historical structures does not permit the construction of new ones under these bylaws.

6.5 Potted plants, Fresh Cut or Artificial Flowers: Fresh cut or artificial flowers or potted plants must be placed in the designated planting area or in a non-breakable, non-corrosive flower vase adjacent to the memorial. Fresh cut or artificial flowers and potted plants that have become unsightly, and empty flower vases that cannot be turned down into the ground in a receptacle will be removed and discarded by the Cemetery without notification. The Cemetery reserves the right to remove and discard any dead or withered plants.

6.6 Unplanted Flowerbeds: To preserve the orderly appearance of the Cemetery, the Cemetery reserves the right to remove and reseed any garden that has not been planted by July 15 without notification.

6.7 Hanging Baskets: Hanging baskets on non-corrosive metal rods are permitted on lots, graves, or scattering grounds provided they are adjacent to and over-hanging the memorial. Under no circumstances may a hanging basket overhang or infringe on an adjacent lot, grave, scattering ground. Hanging baskets that become unsightly will be removed and discarded by the Cemetery without notification.

6.8 Memorial Wreaths: Wreaths, without glass covers, may be placed in the Cemetery only between November 1st and March 31st of each year. To prepare the grounds for spring, wreaths must be removed prior to April 1st, annually.

Wreaths not removed by April 1st will be removed and discarded by the Cemetery without notification.

Wreaths with glass covers will be removed and discarded by the Cemetery without notification.

6.9 Responsibility for Articles: Articles placed on lots, graves, scattering grounds, columbarium niches, or mausoleum crypts are the sole responsibility of the interment rights holder(s). The Cemetery is not responsible for the loss of or damage to any articles placed within the Cemetery.

Articles left on lots, graves, or scattering grounds during the winter months are subject to deterioration and damage and impede cemetery operations. It is recommended that interment rights holders remove all articles and tokens of remembrance from the lot or grave during the winter months.

6.10 Flower Urns: Open urns intended as receptacles for flowers and forming an integral part of a monument are permitted provided they are approved by the Cemetery Manager, and arrangements satisfactory to the Cemetery Manager are made to ensure that the urns are used for the purpose intended. The Cemetery approves their use if they are kept properly planted and cared for from year to year. The Cemetery reserves the right to remove from the plot or lot any urn that is neglected and accordingly in need of repair after 30 days written notice to the interment rights holder at the last address known to the Cemetery. A permanent urn shall not be placed on the face side of a monument.

7.0 Mausoleum Crypts

7.1 Documents Required for Entombment: Interment rights holder(s) may be required to visit the Cemetery office and complete a prescribed Cemetery contract, and written direction and authorization prior to an entombment taking place. Should the interment rights holder be the deceased, direction must be provided in writing by the next of kin or estate executor.

7.2 Payment: Payment must be made to the Cemetery before an entombment may take place.

7.3 Sealing after Entombment: Only the Cemetery may open and seal crypts for entombments. This applies to the inside sealer and the crypt front.

7.4 Witnessing an Entombment: The entombment of remains may be witnessed by those present at the funeral service, however, the Cemetery reserves the right to disallow any witnessing if it is felt the safety of anyone present would be at risk.

7.5 Crypt Inscriptions and Adornments on Memorials Owned by the Cemetery: To ensure quality control, desired uniformity and standard of workmanship, the Cemetery reserves the right to inscribe all crypt fronts or install all bronze lettering, bronze vases, bronze adornments, bronze emblems, and ceramic or photo plex pictures within bronze frames on crypt fronts. Any unauthorized adornment or emblem will be removed and discarded without notice and at the expense of the interment rights holder(s). No persons other than the Cemetery shall remove or alter crypt fronts.

7.6 Floral Tributes in Outdoor Mausoleum: Potted plants, wreaths, and sprays are permitted only on Easter, Mother's Day, Father's Day, and Christmas Day. Such tributes will be removed and discarded after the following business day without notification. Artificial and fresh cut flowers in vases attached to crypts are permitted any time provided that they do not encroach on adjacent crypts. Artificial and fresh cut flowers that have become unsightly will be removed and discarded without notification.

7.7 Floral Tributes in Indoor Mausoleum: Only artificial flowers are permitted and only in the bronze vase or vesper light/vase combination. Floral tributes must not encroach on adjoining crypts. Live or cut flowers are not permitted. Artificial flowers that have become unsightly and artificial plant materials placed on the floor will be removed and discarded by the Cemetery on a daily basis without notification.

7.8 Articles not Permitted: Pedestals, urns, candles, vesper lights, articles of a heavy or cumbersome character, musical greeting cards, and any articles placed on the floor or ground are deemed to be prohibited articles and shall not be allowed in any part of a mausoleum. Prohibited articles will be removed and discarded without notification.

7.9 Ceramic Pictures: Ceramic pictures, not exceeding 8cm wide x 10cm high (3.15 in wide x 3.93 in high), or 9cm wide x 12cm high (3.54 in wide x 4.72 in high), in oval shape, together with a bronze-material frame, not exceeding the exterior dimensions of 12cm wide x 14.5cm high (4.72 in wide x 5.71 in high), will be permitted only on crypts. Please check with the Cemetery office to determine the size and placement of ceramic pictures permitted.

7.10 Security: Interment rights holders and the public are encouraged to visit the mausoleum during posted cemetery visitation hours, as listed in By-law 1.1. Where key-entry is provided, interment rights holders will receive one (1) key to the mausoleum at the time of purchase. Replacement keys may be purchased from the Cemetery office.

8.0 Columbarium Niches

8.1 Documents Required for Entombment: Interment rights holder(s) may be required to visit the Cemetery office and complete a prescribed Cemetery and written direction and authorization prior to an entombment taking place. Should the interment rights holder be the deceased, direction must be provided in writing by the next of kin or estate executor.

8.2 Payment: Payment must be made to the Cemetery before an entombment may take place.

8.3 Sealing after Entombment: Only the Cemetery may open and seal niches for entombments. This applies to the inside sealer and the niche front.

8.4 Niche Inscriptions and Adornments on Memorials Owned by the Cemetery: To ensure quality control, desired uniformity and standard of workmanship, the Cemetery reserves the right to inscribe all niche fronts or where permitted install all bronze lettering, bronze plaques, bronze vases, bronze adornments, bronze emblems, and ceramic or photo plex pictures within bronze frames on niche fronts. Any unauthorized adornment or emblem will be removed and discarded without notification and at the expense of the interment rights holder(s). No persons other than employees of the company shall remove or alter niche fronts.

8.5 Floral Tributes from Funeral Services: Floral tributes from services may be placed in a designated area and will be removed and discarded the same day.

8.6 Floral Tributes in Outdoor Niches: Artificial and fresh cut flowers in vases attached to niches are permitted any time provided that they do not encroach on adjacent niches. Artificial and fresh cut flowers that have become unsightly will be removed and discarded without notification.

8.7 Floral Tributes in Indoor Niches: Artificial flowers in vases attached to niches are permitted any time provided that they do not encroach on adjacent niches. Artificial flowers that have become unsightly will be removed and discarded without notification.

8.8 Articles not Permitted: Pedestals, urns, candles, vesper lights, articles of a heavy or cumbersome character, musical greeting cards, and any articles placed on the floor or ground are deemed to be prohibited articles and shall not be allowed on or in the general vicinity of the niche. Prohibited articles will be removed and discarded without notification.

8.9 Glass Fronted Niches: Glass front niches may contain only the urn with suitable identification and, space permitting, a personal portrait of the deceased, and a limited number of personal mementos. The Cemetery must approve all items prior to their placement in the niche and must supervise the insertion and/or removal of items into or out of the niche. The Cemetery reserves the exclusive right to open and close the niche and requires the written permission of the interment rights holder before the placement of articles within the niche. A suitable charge may apply should the interment rights holder(s) wish to remove or change items or articles within the niche.

9.0 Veterans Section

Special sections have been set aside in the Cemetery for the burial of veterans. A veteran is defined as any former member of the Canadian Armed Forces who successfully underwent basic training and was honourably discharged.

The cemetery requires proof of military service.

9.1 Rights Holder: The rights holder will be the family member that purchased the lot. If there is no family member, the Last Post the rights holder, will be made out to the deceased, care of the Last Post Fund.

9.2 Monuments or Markers: No monuments or markers other than those sanctioned by the Department of Veterans Affairs will be allowed, and all monuments and markers must comply with their policies with regards to military style gravestones.

9.3 Flat Granite Marker: The preferred foundation for a single flat marker is a solid granite block supported on a prepared base of new, free-draining granular fill.

The material, engraving, dimensions and measurements must be as sanctioned by the Department of Veterans Affairs.

9.4 Next of Kin: A family member may be interred with a Veteran.

10.0 Monument Dealers, Contractors, and Workmen

10.1 Compliance with Legislation: Any person, firm, or corporation ("contractors") performing any work in the Cemetery must comply with all applicable legislation including without limitation: Workers' Compensation, Occupational Health and Safety, be compliant with WHMIS and Environmental Protection, and maintain general liability insurance of not less than \$3,000,000 ("Coverage"). Such contractor shall provide written proof of such coverage at the request of the Cemetery within 72 hours of a written request and prior to commencing any work within the Cemetery.

Should a contractor not be able to provide written proof of coverage within the prescribed time limit, said contractor shall be prohibited from completing any work within the Cemetery until written proof of Coverage has been provided to the Cemetery.

10.2 Cemetery By-laws Apply: The Cemetery by-laws apply to all contractors and all work carried out by contractors within the Cemetery grounds.

10.3 Contractor Pre-approval Required Before Working: Any contract work to be performed within the Cemetery requires the written pre-approval of the interment rights holder and the Cemetery 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, and the location of the work to be performed. It is the responsibility of all contractors to report to the Cemetery office and provide the necessary approvals before traveling to the lot or grave to perform the work.

10.4 Permission to Perform Contract Work: Contractors employed to erect a memorial, structure, complete landscaping, or to do any other work in the Cemetery shall report to the Cemetery office and provide to the Cemetery the written consent of the interment rights holder(s) prior to commencing their work. Such consent shall designate the location of the burial rights and the work to be performed. The Cemetery will provide the contractor with a temporary permit to complete the work, which shall be prominently displayed in the front window of the contractor's vehicle.

Contractors who begin work within the Cemetery without first obtaining all proper authorizations contained herein will be asked to leave the property.

10.5 Contractor's Liability: Contractors will conduct their operations to prevent damage to any grounds, turf, shrubs, trees, flowerbeds, monuments, markers, vases, or any other article or natural feature in the Cemetery. Contractors shall lay planks on the lots, or graves, and paths over which heavy materials equipment are to be moved, in order to prevent damage. Any damage caused by contractor shall be rectified by the Cemetery at the expense of the contractor.

10.6 Contractor Hours of Work: Contractors will be permitted to complete their work during the following hours: 8:00 AM to 5:00 PM, Monday through Friday, and 9:00 AM to 1:00 PM on Saturdays. Contractors are not permitted to work within the Cemetery during evenings, Sunday, or Statutory Holidays.

Contractors shall temporarily cease all operations if they are working within 100 metres of a funeral until the conclusion of the service. The Cemetery 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.

10.7 Contractor Attire and Conduct: Contractors performing work within the Cemetery are responsible for their actions, conduct, behaviour, and attire. Shirts with sleeves, long pants and CSA approved safety boots must be worn at all times. Contractors who fail to comply with the required attire will be asked to leave the Cemetery grounds. Contractors must also adhere to and comply with the Cemetery's Code of Conduct.

10.8 Removal of Implements and Rubbish: Contractors working within the Cemetery must remove all implements, equipment, and rubbish from the Cemetery at the conclusion of the work or at the end of each workday. All work sites must be secured when left unattended.

10.9 Vertical Joints: To ensure stability and preservation, monuments and columbaria shall not have any uncovered vertical joints.

10.10 Soliciting: Canvassing, soliciting, advertising or distributing business cards in the Cemetery is prohibited, as is the placing or displaying of any manufacturer's, monument dealer's, or quarry's name, insignia or trademark in any form.

APPROVED By the Registrar, Funeral, Burial and Cremation Services Act, 2002, Bereavement Authority of Ontario	APPROUVÉ Par le Registraire, Loi de 2002 sur les services funéraires et les services d'enterrement et de crémation, l'Autorité des services funéraires et cimetières de l'Ontario
Date: <u>October 2, 2024</u>	