



## Town of Englehart



### THE CORPORATION OF THE TOWN OF ENGLEHART

#### BY-LAW # 2023 - 02

Being a by-law to govern the Operation of the Englehart and Holy Trinity Cemeteries.

**Whereas**, the Funeral, Burial and Cremation Services Act, 2002 (FBCSA) and Ontario Regulation 30/11 and 184/12 (O.Reg.30/11 & 184/12) provides that a cemetery operator shall pass by-laws governing the operation of cemeteries.

**And whereas**, this by-law is the rules and regulations that govern the Englehart Cemetery and Holy Trinity Cemetery located on the South Part of Lot 10 Concession 6 of Ewanturel Township and have been approved by the Registrar, *Funeral, Burial and Cremation Services Act, 2002* (FBCSA), Bereavement Authority of Ontario (BAO).

**And whereas**, the Funeral, Burial and Cremation Services Act, 2002 and its regulations imparts responsibility to the owners of cemeteries for their management, operation, and care.

**Now therefore**, the Council of the Corporation of the Town of Englehart enacts the following:

1. Schedules A-M as part of this by-law on this 25th day of January 2023.
2. That By-Law 2022-15 and all other by-laws and resolutions, or parts thereof, contrary hereto or inconsistent herewith, be and the same are hereby repealed.
3. That the Office of the Chief Administrative Officer for the Corporation of the Town of Englehart is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule(s).

**Enacted by the Corporation of the Town of Englehart Council this 25th day of January 2023.**

  
Jerry Milkovitch, Mayor

  
Malorie Robinson, Clerk

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## **Schedule A - Definitions**

1. "Burial/Interment" means the opening of a lot and then the placing of human remains, or cremated human remains in that lot, followed by closing the lot. The lot may be a grave in the ground or a niche in a columbarium.
2. "Burial Permit" means a document issued by the Division Registrar, or it's appointed agent for the interment of human body or human cremated remains.
3. "By-laws" means the rules and regulations under which the Cemetery operates.
4. "Care and Maintenance Fund" It is a requirement under the Funeral, Burial and Cremation Services Act, 2002 (FBCSA) and Ontario Regulation 30/11 and 184/12 (O. Reg. 30/11 & 184/12) that a prescribed amount or a percentage of the purchase price (excluding tax) of all interment rights sold, transferred, assigned, or permitted; and prescribed amounts for monuments and markers, is contributed into the care and maintenance fund. Interest earned from this fund is used to provide care and maintenance of lots, plots, markers, and monuments at the cemetery.
5. "Cemetery" means the Englehart Cemetery and Holy Trinity Cemetery located on the South Part of Lot 10 Concession 6 of Ewanturel Township.
6. "Cemetery Services" means:
  - a. Opening and closing a grave
  - b. Interring or disinterring human remains
  - c. Providing temporary storage in a vault
  - d. Marking graves or interment or erecting/installment of a monument
  - e. Opening, closing, and sealing of the niche
7. "Cemetery Operator" means the Corporation of the Town of Englehart.
8. "Columbarium" means a structure designed for the purpose of interring cremated remains in sealed compartments. A compartment is referred to as a niche and can hold up to two (2) cremated remains.
9. "Contract" means all purchasers of interment 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 the Price List;
10. "Corner Posts" 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 or plot;
11. "Council" means the Council of the Corporation of the Town of Englehart;
12. "FBCSA" means Funeral, Burial & Cremation Services Act, 2002.
13. "Grave" (also known as a Lot) means any inground burial space intended for the interment of a child, adult or cremated human remains.
14. "Inter" means the disposition of human remains or cremated human remains.
15. "Interment" means the opening and closing of an in-ground lot, plot, or columbarium for the disposition of human remains or cremated human remains.
16. "Interment Right" means the right to require or direct the interment of human remains or cremated human remains in a grave, lot, or niche and to authorize the installation of a monument, marker, or plaque.

17. "Interment Rights Certificate" means the document issued by the cemetery operator to the purchaser once the interment rights to a specific lot or niche have been paid in full, identifying ownership and authority over those specific interment rights.
18. "Interment Rights Holder" means the person(s) authorized or entitled to inter human remains in a specified lot or niche. They may be the person named in the Interment Rights Certificate or such other person to whom the rights have been assigned.
19. "Inurnment" shall mean the placing of cremated remains in a niche.
20. "Lot" means for the purposes of this By-Law; a lot is a single grave space of three and a half feet by ten feet (3 ½' x 10') for full body or three and a half feet by three feet (3 ½' x 3') for cremated remains.
21. "Marker" shall mean any permanent memorial structure – monument, plaque, headstone, cornerstone or other structure or ornament affixed or intended to be affixed to a burial lot, columbarium niche or other structure or place intended for the deposit of human remains and may be used to indicate the location of a burial.
22. "Monument" means any permanent memorial structure projecting above the ground installed within the designated space to mark the location of a burial or lot.
23. "Municipality" means the Corporation of the Town of Englehart.
24. "Niche" means an individual compartment in a columbarium for the entombment of cremated human remains with a space of twelve and a half wide by twelve and a half high by fourteen inches in length (12 ½" W x 12 ½" H x 14" L).
25. "Non-resident" means a person who does not reside or own property within the limits of the Corporation of the Town of Englehart.
26. "Plot" means a plot means two (2) or more adjoining lots in which the interment rights have been sold as a unit.
27. "Resident" means a person who resides and/or has property within the limits of the Corporation of the Town of Englehart. To determine interment fees, the deceased's usual place of residence as indicated on the death or cremation certificate will apply.
28. "Urn" means any container used to hold cremated remains.
29. "Vault" means a burial chamber.

## **Schedule B – Administration**

The Corporation of the Town of Englehart shall reserve full and complete control and management of the land, buildings, plantings, roads, utilities, books and records of the cemetery and complete authority to administer this by-law.

The Town of Englehart Municipal Office serves as the Cemetery Office and is located at 61 Fifth Avenue in Englehart Ontario. Office hours are from 9:00 am to 4:00 pm from Monday to Friday, excluding statutory holidays.

## **Schedule C – General Information**

### **Hours of Operation:**

Visitation Hours: April to November from sunrise to sunset. Closed during winter months.

Cemetery Office Hours: 9:00 am to 4:00 pm Monday to Friday.

Burial Hours: 9:00 am to 11:00 am – 1:30 pm to 3:00 pm Monday to Friday from May 1st to October 31<sup>st</sup> (weather permitting).

No interments shall take place on statutory holidays.

\*Depending on weather conditions burial dates are subject to change.

**Public Statutory Holidays will affect these hours of operation.**

### **General Conduct:**

1. The cemetery operator shall have full control over the cemetery operations and management of land within the cemetery grounds.
2. No person shall damage, destroy, remove, or deface any property within the Cemetery.
3. All visitors shall conduct themselves in a quiet manner that shall not disturb any service being held. Any person who violates this by-law, will be expelled from the cemetery grounds.
4. The cemetery operators are empowered and are required to preserve order and decorum in the cemetery.
5. No parades other than funeral processions shall be admitted to or be organized within the cemetery.
6. Vehicles within the cemetery shall be driven at a moderate rate of speed and shall not leave the designated avenues and shall not park on the grass unless directed by the cemetery operator.
7. Proprietors of vehicles and their drivers shall be held responsible for any damage done by them.
8. ATV's (all-terrain vehicles) and snowmobiles are prohibited from entering the cemetery property. Between May 1st and November 1st of any calendar year, ATV's will be permitted onto the furthest cemetery access road which has a posted sign as this will be the access road to the Englehart compost and biodegradable waste site. The speed limit travelled shall not be greater than 15 kilometers an hour.
9. Discharging of firearms, other than in regular volleys at burial services is prohibited in and around the cemetery.
10. Children under the age of 12 years of age are not admitted to the cemetery grounds unless accompanied by an adult who shall be responsible for the child's conduct.
11. No dogs or other pets shall be allowed within the cemetery.
12. No picnic party shall be permitted in the cemetery grounds.
13. Garbage shall not be thrown onto roads, walkways, or any part of the cemetery grounds, but shall be placed in garbage receptacles.
14. Any complaints by Interment Rights Holders or visitors should be made to the cemetery operator or to the cemetery office at the Englehart Municipal Office, located at 61 Fifth Avenue, in Englehart.

15. No tips or gratuities shall be given to the cemetery operator, nor shall any be accepted by the operator. Donations can be made at the Cemetery Office located at the Englehart Municipal Office where an official receipt will be given for income tax purposes.

By Law Amendments:

The cemetery shall be governed by these by-laws, and all procedures will comply with the FBCSA and O. Reg. 30/11 and 184/12, which may be amended periodically.

Liability:

The cemetery operator shall 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, monument, marker, or other article that has been placed in relation to an interment right, save and except for direct loss or damage caused by gross negligence of the cemetery. The operator will take reasonable precautions to protect the property of Interment Rights Holders but assume no liability or responsibility for the loss of, damage to any article or any type that is placed on any lot, plot, or columbarium. Minor scrapping of the monument base of an upright monument due to lawn/ grass maintenance is normal wear.

Public Register:

Provincial legislation – Section 110 of O. Reg. 30/11 requires all cemeteries 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, shall not be buried on cemetery grounds.

Right to Re-Survey:

The Corporation of the Town of Englehart 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.

Cemetery Supplies and Services:

There will be an administrative fee according to the cemetery price list for cemetery office purposes. An Interment Rights Certificate shall be brought to the cemetery office for an Interment Rights Holder to direct, transfer, resell or purchase any cemetery supplies or services.

Notice of Resale and Transfer of Interment Rights:

The cemetery operator prohibits the resale of interment rights to a third party and shall 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. Transfer of interment rights will be permissible so long as the purchaser meets the qualifications and requirements as outlined throughout this by-law. A transfer fee according to the cemetery price list shall apply.

In cases of transmission of ownership by will or bequest of interment rights, the Cemetery Operator shall require the production of a notarial copy of the will, interment rights certificate, or other evidence sufficient to prove ownership.

## **Schedule D – Cancellation or Resale of Interment Rights**

Purchasers of Interment Rights acquire only the right to direct the interment of human remains, and the installation of monuments, markers, and inscriptions, subject to the conditions set out in the cemetery by-laws. The purchase of Interment Rights is not a purchase of real estate or real property.

In accordance with 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(s) when payment has been made in full. The maximum Interment Rights Holders per lot, plot, or niche shall be a total of two (2).

When Interment Rights are held by two (2) persons, an order for cemetery supplies or services shall be accepted from both Interment Rights Holders or by their authorized representative(s).

An Interment Rights Holder wishing to resell their interment rights shall advise the cemetery operator of their intention in writing by completing the Englehart Cemetery Request for Transfer or Cancellation of Interment Rights form acquired by request from the cemetery office at the Englehart Municipal Office. An administration and transfer fee will apply. The Interment Rights Certificate shall be returned to the cemetery office upon the cancellation or the resale of the rights back to the cemetery operator or transfer of rights. If the original Interment Rights Certificate cannot be returned, then a new replacement certificate shall be issued for the transaction to take place. A fee according to the cemetery price list shall apply to the interment rights holder for the replacement of the certificate.

### **Cancellation of Interment Rights within 30 Day Cooling-Off Period:**

1. 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 by way of a completed Englehart Cemetery Request for Transfer or Cancellation of Interment Rights document. The cemetery operator will refund all monies paid by the purchaser within thirty (30) days from the date of the request for cancellation.
2. If any portion of the interment rights has been exercised, the purchaser, or the interment rights holder(s) are not entitled to cancel the contract or re-sell the interment rights.

### **Resale And Transfer of Interment Rights after 30 Day Cooling-Off Period:**

1. The cemetery operator prohibits the resale of Interment Rights to a third party and shall repurchase these interment rights back at the current price listed on the cemetery price list as outlined in this by-law. Unless the interment or scattering rights have been exercised, the purchaser retains the right to cancel the contract and ask the cemetery to re-purchase at the price listed on the current price list less the appropriate amount that is required to be deposited into the Care and Maintenance Fund.
2. The rights holder shall make the request to the cemetery operator in writing by completing the Englehart Cemetery Request for Transfer or Cancellation of Interment Rights form acquired from the cemetery office upon request. The cemetery operator will repurchase the interment rights at the price listed on the cemetery operator's current price list less the Care and Maintenance Fund contribution made at the time of purchase. The re-purchase and payment to the rights holder requesting the sale must be completed within 30 days of the request.
3. The interment rights holder requesting the resale, or the transfer of the rights shall return the interment rights certificate, transferring all rights, title, and interest back to the cemetery operator or transferee. If the original Interment Rights Certificate cannot be returned, then a new replacement certificate shall be issued for the transaction to take place. A fee according to the cemetery price list shall apply to the interment rights holder for the replacement of the certificate. The appropriate paperwork shall be completed before the cemetery operator reimburses the rights holder(s).
4. If any portion of the interment rights has been exercised, the purchaser, or the interment rights holder(s) are not entitled to cancel the contract or re-sell the interment rights.

Care and Maintenance Fund Contributions:

1. 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 rights sold; and prescribed amounts for monuments and markers is contributed into the care and maintenance fund. Interest earned from this fund is used to provide care and maintenance of lots, plots, markers, and monuments at the cemetery. Contributions to the care and maintenance fund are not refundable except when interment rights are cancelled within the 30-day cooling off period.

## **Schedule E - Pertaining to Burials and Cremated Remains**

1. Interment Rights Holder(s) shall provide written authorization prior to a burial or an entombment taking place by completing the Englehart Cemetery Consent for Interment Contract acquired from the cemetery office upon request. Should the Interment Rights Holder be deceased, authorization shall 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.
2. A burial permit issued by the Registrar General or equivalent document showing that the death has been registered with the province shall be provided to the cemetery office prior to a burial taking place. A Certificate of Cremation shall be submitted to the cemetery office prior to the burial or entombment of cremated remains taking place.
3. In accordance with the FBCSA and O. Reg 30/11 and 184/12 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.
4. There shall be no inground interments performed in the cemetery during the winter months.
5. The cemetery operator and/or Town of Englehart Public works employee shall attend each interment.
6. Outer shells designed for caskets that are constructed of steel are permitted in the cemetery. Outer shells constructed of any other material are prohibited in the cemetery.
7. The urn for an inground interment shall not be any larger than twelve inches by twelve inches (12" x 12").
8. Payment shall be made in full to the cemetery operator prior to any burial.
9. Mausoleums, private columbariums, and cut stone copings are prohibited in the cemetery.
10. The cemetery operator shall be given Twenty-Four (24) hours of notice for each burial or entombment of human remain, eight (8) of which are business hours.
11. The opening and closing of lots and niches shall only be conducted by the cemetery operator or those designated to do work on behalf of the cemetery operator during operating hours.
12. Cremated remains are not permitted to be scattered within the Cemetery boundaries.
13. Human remains may be disinterred from a lot provided that written consent of the interment rights holder has been received by the Cemetery Operator. A certificate from the local medical officer of health must be received at the cemetery office before the removal of casketed human remains from the cemetery. A certificate from the local medical officer of health is not required for the disinterment of cremated remains from a lot or the removal of cremated remains from the columbarium.
14. 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) as per FBCSA, Section 102.1.
15. The cemetery operator will exercise extreme due care but shall not be held responsible for damage to any casket, urn, or other container sustained during an interment or disinterment.
16. The following interments are permitted in any single lot:

- a. In a single lot of ten feet by three feet six inches (10' x 3 ½'), the cemetery operator shall permit one (1) full casket interment with two (2) additional cremated human remain interments OR if no full casket is placed in the grave, then the cremated remains of not more than three (3) persons shall be interred in the lot.
- b. In a single cremation lot of three feet by three feet six inches (3' x 3 ½'), only the cremated human remains of not more than two (2) persons shall be interred in the lot.
- c. In a single columbarium niche of twelve and a half inches wide by twelve and a half inches high by fourteen inches long (12 ½" W x 12 ½" H x 14" L), only the cremated human remains of not more than two (2) persons shall be interred in the niche.

## **Schedule F - Memorialization**

1. No memorial or other structure shall be erected or permitted on a lot or columbarium niche until all fees have been paid in full and/or a permit is obtained from the cemetery operator.
2. No marker, footstone or memorial of any description shall be placed, moved, altered, or removed without permission from the cemetery operator.
3. Minor scraping of the marker base of an upright or pillow marker due to grass/lawn maintenance is considered normal wear and tear.
4. 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 marker, or other structure, or part thereof.
5. Memorials, markers, plaques etc. are owned by the interment rights holder and the cemetery operator shall not be held responsible for their loss or deterioration. These memorials should be protected by the interment rights holder's own insurance coverage.
6. The cemetery operator shall have the right to determine the maximum size of markers, their number and their location on each lot or plot. They must not be of a size that would interfere with any future interments. Approval shall be obtained from the cemetery operator.
7. All foundations for markers shall be built by, or contracted to be built for, the cemetery operator at the expense of the interment rights holder.
8. A Foundation Order Form shall be signed and approved by the interment rights holder and the cemetery operator. The marker retailer shall be notified of approval prior to any work performed, delivery or alterations for the work date(s) requested by the marker dealer on said form.
9. Should any 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 marker or any other remedy to remove the risk.
10. The cemetery operator shall have the right to remove at its sole discretion any marker or inscription which is not in keeping with the dignity and decorum of the cemetery as determined by the trustees.
11. A marker 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.
12. In keeping with the cemetery by-laws only one upright or pillow marker shall be erected within the designated space on any lot, at the head of the grave.
13. The minimum thickness for all flat markers is 3 inches and the maximum thickness is 4 inches.
14. All markers shall be constructed of bronze, granite, or marble.
15. All markers taller than one foot shall have a foundation built by the supplier. If a granite foundation is being purchased from the marker company, approval shall be obtained from the cemetery operator to ensure that the placement in the designated space and the proper dimensions of the foundation along with a four-inch apron around the monument base has been constructed. If incorrect dimensions of the foundation have been given on the application form, signed by the interment rights holder and/or the marker supplier, the foundation must be immediately removed and rebuilt by the supplier at the expense of the interment rights holder. Foundations shall be constructed of no less than 4 inches deep of concrete and shall rest on a compacted base. Foundations shall be cured for a minimum of 48 hours before the placing of

the marker. The surface area shall be flush with the ground level and shall provide a level surface free of defects.

16. No marker shall be delivered to the cemetery for installation until the marker foundation has been completed, and the interment rights holder(s) and/or marker retailer have been notified by the cemetery operator.
17. No marker or other structure shall be erected or permitted on a lot until accrued charges have been paid in full.
18. All installations of markers and their foundations shall be arranged by the interment rights holder through marker retailers or contractors subject to the conditions of this by-law.
19. No marker or memorial of any kind shall be placed, moved, altered, or removed without permission from the cemetery operator.
20. No marker shall be delivered, erected, altered, or removed in the cemetery without first submitting proper forms containing the following information:
  - a. A copy of the interment rights certificate
  - b. The interment rights holders name, signature, address, and phone number
  - c. Completed foundation order form
  - d. Information on the placement and type of marker
  - e. The dimensions of the base (height, width, length)
  - f. The overall size of the marker
  - g. The requested date and time to commence work in the cemetery and any person installing a marker in the cemetery shall first pay the prescribed amount in full, as set out in the Funeral, Burial and Cremation Services Act, 2002 (FBCSA) and regulations thereunder, to the cemetery's Care and Maintenance Fund.
21. Markers of bronze, granite or marble are permitted with size and quantity restrictions according to cemetery by-laws and the placement of such memorials shall not interfere with future interments.
  - a. Single lot maximum: 30 inches wide by 20 inches long
  - b. Double lot maximum: 60 inches wide by 20 inches long
  - c. Cremation lot maximum: 30 inches wide by 20 inches long
  - d. Corner posts: 6 inches square by 6 inches deep
22. Corner posts: The rights holder may, upon receipt of the Interment Rights Certificate and at the rights holder's own expense, purchase bronze or stone corner posts and have the cemetery operator install them for a fee as outlined in the cemetery price list. These posts are to be set flush to the ground.
23. Flat marker: These markers are to be flat on top and set level with the ground so that a lawnmower can pass safely over them and shall be set by the cemetery operator at the expense of the interment rights holder.
24. No more than one upright or pillow marker and flat marker shall be permitted on each lot of (10' x 3'6"). If no upright or pillow marker is erected on the head of the lot (10' x 3'6"), then no more than two flat markers are permitted. The markers shall be placed at the head of the lot in the locations as approved by the Cemetery Operator.
25. Upright and pillow markers are prohibited in section 7A - cremation lot (3' x 3'6"). Only one flat marker of 30" wide x 20" long for a single cremation lot or 60" wide x 20" long for a double cremation lot shall be permitted. The marker shall be placed on the head of the lot in the location as approved by the cemetery operator and set flush to the ground.
26. Niche plaques and memory wall plaques shall be purchased from the Cemetery Office only. Engravings or inscriptions on niche doors are strictly prohibited.

## **Schedule 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 and markers. Services that can be provided through this fund include:

- a. Re-levelling and sodding or seeding of Lots
- b. Maintenance of cemetery roads, sewers, and water systems
- c. Maintenance of perimeter walls and fences
- d. Maintenance of cemetery landscaping
- e. Maintenance of columbarium
- f. Repairs and general upkeep of cemetery maintenance buildings and equipment
- g. No person other than the cemetery operator shall remove any sod or in any other way change the surface of the burial lot in the cemetery.
- h. No person shall plant trees, flower beds, hedges, or shrubs in the cemetery except with prior written approval of the cemetery operator.
- i. Flowers placed on a lot for a funeral shall be removed by the cemetery staff after a reasonable time to protect the sod and maintain the tidy appearance of the cemetery.
- j. Potted plants shall not be buried but will be placed on top of the ground as close to either side of the marker base and must stay within your plot limits. Potted plants shall not be placed in front of the marker.
- k. No person shall do any work upon a burial lot without the permission of the cemetery operator. Any commercial business related to the care of lots shall require permission in writing from the cemetery operator, carry WSIB coverage and provide proof of insurance naming the Corporation of the Town of Englehart as a third party insured.
- l. No interment rights holder shall change the grading of their lot, and in case of any such change, the cemetery operator may restore the lot to its original grade at the expense of the interment rights holder.
- m. The cemetery operator shall not be responsible for loss or damage to any articles left upon any lot.
- n. The cemetery operator shall reserve the right to remove all trees, flower beds, shrubs, hedges, flowers, potted plants, wreaths, baskets of flowers, ornaments, or decorations for any reason if such removals are in the best interest of the cemetery.

## **Schedule H – Items that are Prohibited and Permitted**

The Cemetery Operator shall reserve the right to regulate the articles placed on lots, niche, columbarium, or plots that pose a threat to the safety of all interment rights holders, visitors to the cemetery and cemetery employees, prevents the cemetery from performing general cemetery operations, or are not in keeping with the respect and dignity of the cemetery.

Prohibited articles will be removed and disposed of without notification:

- a. Glass containers of any kind are prohibited.
- b. Nails, wires, corrosive metals, loose stones, wooden crosses, chairs or benches, articles of glass, pottery or ceramics or any other material that create a hazard are prohibited.
- c. The erection of boarders, fences, trellises or arches, railings, or walls around lots are prohibited.
- d. Flowers, potted plants, wreaths, baskets of flowers, ornaments or decorations are not to be placed in the front of the marker but shall be placed on top of the ground as close to either side of the marker as possible at the head of the grave. Items placed beside a flat marker that is not located directly at the head of the grave shall be removed by the cemetery operator.
- e. The cemetery operator shall reserve the right to disallow or remove quantities of memorial wreaths or flowers considered to be excessive, aged, and/or damaged and that diminishes the otherwise tidy appearance of the cemetery.
- f. Memorial wreaths may be placed in the cemetery only between the 1st of June and the 30<sup>th</sup> of September. To prepare the grounds for spring, wreaths shall be removed prior to October 1st of any calendar year. Wreaths not removed by October 10th shall be removed and disposed of by the cemetery operator without notification.

## **Schedule I – Contractor/Marker Dealers**

Any contract work to be performed within the cemetery shall require the written pre-approval of the interment rights holder and the cemetery operator before the work may begin. Pre-approval includes but is not limited to landscaping, delivery of 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 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 shall provide proof of:

- a. WSIB coverage
- b. Occupational Health and Safety compliance standards
- c. Environmental Protection
- d. WHMIS
- e. Evidence of liability insurance of not less than \$2,000,000

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

Contractors, marker retailers and suppliers shall not enter the cemetery in the evening, weekends, or statutory holidays, unless prior approval has been granted by the Cemetery Operator.

No work shall be performed at the cemetery except during the regular business hours of the cemetery.

Contractors shall temporarily cease all operations if they are working within 100 metres of a funeral until the conclusion of the service. The cemetery operator 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, marker retailers and suppliers shall lay wooden planks on the burial lots and paths over which heavy materials are to be moved to protect the surface from damage.

## **Schedule J – Columbarium**

All general rules and regulations of the cemetery bylaws shall apply to the Columbarium as far as the nature of the permits and paperwork. Each niche in the columbarium will allow for the inurnment of the cremated remains of no more than two (2) people.

Only the Cemetery Operator may open and seal niches for inurnments. This applies to the inside sealer and the niche front. Landscaping in this area is done exclusively by the Cemetery Owner. Except for at the time of inurnment, flowers may not be placed on the ground near the columbarium. No glass vases or other breakable items shall be placed around the Columbarium. To ensure the quality control, desired uniformity and standard of workmanship, the Cemetery Owner reserves the right to inscribe all niche fronts or install lettering, adornments, or any other approved attachments.

Payment shall be made in full to the cemetery operator before an inurnment may take place. Niche plaques and memory wall plaques shall be purchased from the Cemetery Office only. Winter interments may be permitted. A winter interment surcharge shall apply.

A columbarium niche is twelve and a half inches wide by twelve and a half inches high by fourteen inches long (12 ½" W x 12 ½" H x 14" L), each niche in the columbarium will allow for the inurnment of the cremated remains of no more than two people.

The interment rights holder shall make the appropriate decisions on the purchase of the human cremations holding vessels for the two (2) cremation interments to be placed inside of the single niche compartment as described in the cemetery by-laws and on the Interment Rights Certificate. The cemetery operator shall not be held responsible for the second cremation vessel if the vessel will not fit during interment.

## **Schedule K – Storage Vault**

The use of the storage vault for any cemetery shall be billed at the rates as listed in the cemetery price list. Permission for the use of the storage vault shall be obtained from the cemetery operator.

The cemetery operator may remove a body deposited in the vault and inter it in a single lot at any time after the expiration of the time for payment to be made, or at any time should the condition of the body render its interment necessary or expedient.

All funeral homes and/or Interment Rights Holders shall have proper insurance coverage for any bodies stored in the vault.

All bodies shall be removed from the vault as early as possible depending on the frost and thaw conditions in the spring. The cemetery operator shall have the right to determine if the weather conditions are adverse enough to prevent an interment.

For health reasons, all bodies stored in the vault shall be embalmed or in a sealing pouch. All bodies stored in the vault shall be placed in a wooden or metal casket.