

PART "A"

FORWARD

The following *BY-LAW* has been filed with and *APPROVED* by the Registrar, Funeral, Burial and Cremation Services Act, 2002; the Bereavement Authority of Ontario in accordance with Part III, Division B – Cemetery By-laws, Sections 150 and 151 of the Regulations made under the Funeral, Burial and Cremation Services Act, 2002, Chapter 33. Such *BYLAW* has been adopted for the mutual benefit and protection of the *CEMETERIES* of the Municipality of Arran-Elderslie and the *INTERMENT RIGHTS HOLDERS* therein.

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

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

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

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

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

The Cemeteries governed by this By-law are:

Chesley Cemetery,
Lots S & P, Plan 149
former Town of Chesley

Paisley Cemetery,
Lot 15, Concession B
former Township of Elderslie

St. Andrews Cemetery,
Lot 23, Concession 4
former Township of Elderslie

Hillcrest Cemetery,
Lot 30, Concession 9 & 10
former Township of Arran

Salem Presbyterian Cemetery,
Lots 14 & 15, Concession 10
former Township of Elderslie

Invermay Methodist Cemetery (inactive),
Lot 29, Concession 7
former Township of Arran

Elsinore Cemetery (inactive),
Lot 14, Concession 13
former Township of Arran

Henderson Cemetery (inactive),
Lot 21, Concession 7
former Township of Arran

Mausette Cemetery (inactive),
Lot 32, Concession 6
former Township of Arran

Orange Cemetery (inactive),
Lot 16, Concession 7
former Township of Arran

Rusk's Cemetery (inactive),
Los 6, Concession 10
former Township of Elderslie

Vesta United Church Cemetery, (inactive)
Lot 15, Concession 1
former Township of Elderslie

The service address of the above Municipality of Arran-Elderslie Cemeteries shall be:

1925 Bruce Road 10,
PO Box 70
Chesley, Ontario, N0G 1L0
Telephone: 519-363-3039
Fax: 519-363-2203

All enquiries regarding the application and/or interpretation of this By-law should be directed to the designated cemetery staff at the above address for service.

PART B

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PART "C"

DEFINITIONS:

The definitions contained in the Funeral, Burial and Cremation Services Act, 2002, and Regulation 30/11 shall be applicable to this By-law and the operation of the affected CEMETERY.

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

1. ACCEPTABLE: shall mean acceptable to the Council of the Corporation of the Municipality of Arran-Elderslie.
2. ACCEPTABLE CONTRACTOR: shall mean a person or persons or a company or other business entity operating under the laws of Ontario, including a municipal government, that may provide to the CEMETERY specified licensed services at a fixed unit price or on a fee per occasion basis. Such licensed services shall be those generally specified in Parts "E", "F", "G" and "H" of this BY-LAW. Such contractors shall have a record of providing such services in an ACCEPTABLE manner and shall generally be restricted to providing those services in the cemetery(ies) for which they are contracted and listed.
3. ACT: shall mean The Funeral, Burial and Cremation Services Act, 2002 and Regulation 30/11 made thereunder.
4. APPROVED: shall mean filed with and approved by the Registrar, the Bereavement Authority of Ontario.
5. ARTIFICIAL FLOWERS: shall mean imitations of natural flowering plants with the exception of plastic, wax and paper flowers.
6. BY-LAW(S): shall mean the rules, regulations and policies under which the CEMETERY is operated and maintained. Such BY-LAW has been filed and APPROVED in accordance with Sections 150 and 151 of Part III, Division "B" of the Regulations under the ACT, Cemetery By-laws . All persons attending the CEMETERY for any reason(s) shall comply with this BY-LAW.
7. CARE & MAINTENANCE FUND: (formerly Perpetual Care Fund) shall mean a trust fund established as per Part VI, Section 53 of the Act and administered in accordance with Part 1, Division "G" of the Regulation "Care and Maintenance Funds and Accounts" made thereunder. Such Fund shall be administered by Municipality of Arran-Elderslie who shall also act as the Fund's Trustee.

8. CARE AND MAINTENANCE FUND INCOME: shall mean the interest income received from the CARE AND MAINTENANCE FUND. Such income shall only be used for the purposes hereunder.
9. CARE AND MAINTENANCE PORTION: shall mean that part of the purchase price of any INTERMENT RIGHT(S) that must be entrusted to the CARE AND MAINTENANCE FUND in the minimum amount(s) prescribed by Section 53 the ACT and Section 168 of the accompanying Regulations or set by Council if such amount(s) exceeds the minimum prescribed amounts.
10. CEMETERY(IES): means the lands set aside and approved for the interment of human remains and includes a COLUMBARIUM. The following active cemeteries under the care and control of the Municipality: Chesley Cemetery, Paisley Cemetery, St. Andrews Cemetery, Hillcrest Cemetery & Salem Presbyterian Cemetery; and the following inactive cemeteries: Invermay Methodist Cemetery, Elsinore Cemetery, Henderson Cemetery, Mausette Cemetery, Orange Cemetery, Rusk's Cemetery and Vesta United Church Cemetery.
11. CERTIFICATE OF INTERMENT RIGHTS: shall mean a certificate issued to the HOLDER of the INTERMENT RIGHT(s) in a particular LOT or PLOT as designated on the APPROVED PLAN(s). Such document shall contain the information prescribed by Section 163 of the Regulations made under the ACT.
12. COLUMBARIUM: shall mean a structure designed for the purpose of interring cremated human remains in sealed compartments, referred to as niches.
13. DESIGNATED GROUPING: shall mean the combining of two or more adjacent unused GRAVES into one unit where such unit lies within the boundaries of an OLD PLOT that was designed on an old PLAN with 2'-8" (32") wide GRAVES and for which a separate CERTIFICATE OF INTERMENT RIGHTS will not be requested or issued. Such groupings may only be created and assigned in favour one or more specified recipients by the INTERMENT RIGHTS HOLDER, their legally empowered agents, heirs or executors. All memorialization on such groupings and on the affected OLD PLOT shall comply with Part "H" of this BY-LAW or with any more restrictive conditions set by the CEMETERY. All INTERMENTS in such groupings shall be done without the installation of an outer VAULT or liner. A VAULT or liner may be used if the recipient acknowledges to the CEMETERY, in writing, the resulting loss to the number of future INTERMENTS.
14. GRAVE: shall mean an area for the burial of human remains.
15. HOLDER: shall mean an INTERMENT RIGHTS HOLDER.

16. INTERMENT: shall mean the burial of human remains and includes the placing of human remains in a lot.
17. INTERMENT RIGHTS: shall mean the right to inter whole or partial human remains or cremated remains in a LOT or PLOT specified for such purpose on the APPROVED PLAN. Subject to limitations in this BY-LAW, only the right to inter and the associated rights under Section 48 of the ACT are granted to the HOLDER. Title and possession of the land remain with the Municipality of Arran-Elderslie.
18. INTERMENT RIGHTS HOLDER: further to the definition of this term provided under the ACT, the CEMETERY will only recognize the person(s) named on the most recently dated office copy of the CERTIFICATE OF INTERMENT RIGHTS that has been issued for that LOT or PLOT as the being the current HOLDER in that LOT or PLOT. All other parties claiming an interest in a LOT or PLOT may be required to provide ACCEPTABLE written proof of a legal interest in such a right.
19. INTERMENT SPACE: shall mean an area of land of sufficient size to permit the INTERMENT of the non-cremated remains and any associated container(s) for an adult sized person. Such an adult sized space shall be not less than 32 inches (810 mm) by 8.0 feet (2.44 m) in size.
20. LINER: shall mean an outer container constructed of pre-cast concrete, pre-molded fiberglass or other ACCEPTABLE material designed to hold one adult-sized casket. Such container may have an unsealed top that is comprised of one or more sections. Such container shall be set at the bottom of an excavated INTERMENT SPACE and covered with the minimum amount of earth prescribed under Section 154 of the Regulations under the ACT.
21. LOT: means ground used for or intended for the interment of human remains and includes a NICHE or compartment in a COLUMBARIUM.
22. MARKER: shall mean any monument, tombstone, foot marker, plaque, headstone, cornerstone, or other assembly affixed or intended to be installed on a LOT or PLOT or other enclosure intended for the deposit of human remains. Such item may or may not project above the ground level of a LOT or PLOT or out from the face of any supporting element subject to the limitations set out for the various MARKER types in Part "H" of this BY-LAW.
- i. COMPANION MARKER - shall mean a MARKER made of ACCEPTABLE MARKER grade material similar in configuration and form to a FLAT MARKER and being of a size conforming to the minimum and maximum sizes as specified in Part "H" of this BY-LAW. This type of MARKER shall be installed on a raised foundation

that has its top elevation set two and one half inches above the adjoining ground. Such foundation shall be four inches larger in length and width than the MARKER that will be installed on it. The sides of such MARKER(s) shall be polished or otherwise finished in an ACCEPTABLE manner. Essentially a COMPANION MARKER is a FLAT MARKER that is set with its top surface **level and horizontal and is set on a full foundation and projects above the ground.**

- ii. CORNER POSTS - shall mean any finished stone or other ACCEPTABLE land marker set flush with the surface of the ground and used to indicate the corners of a LOT or PLOT. CORNER POSTS shall only be installed by the staff of the CEMETERY including on those occasions where such are provided by an INTERMENT RIGHTS HOLDER at their expense. CORNER POSTS made of material other than finished stone may only be installed by the staff of the CEMETERY for the purposes of survey and measurement control.
- iii. FLAT MARKER - shall mean a MARKER made of ACCEPTABLE MARKER grade material with smooth sawn sides that are intended to be installed with its uppermost surface level and its edges set flush with the adjoining ground. The raising of the adjoining ground to create a mound and elevate this type of MARKER is not permitted.
- iv. PRIMARY MARKER - shall mean a MARKER of any type permitted and defined in this BY- LAW that is generally installed at one end of a LOT, PLOT or DESIGNATED GROUPING and is intended to have inscribed on it the names of one (1) or more persons interred in one (1) or more of the GRAVES or INTERMENT SPACES.
- v. SECONDARY MARKER - shall mean a first and/or second additional FLAT MARKER(s) that may be installed on a LOT or an INTERMENT SPACE where the memorialization of persons other than those inscribed on the PRIMARY MARKER is desired. Such MARKER(S) may also memorialize the names of persons whose remains are not and/or will not be interred in that LOT or PLOT.
- vi. SLOPED/PILLOW MARKER - shall mean a MARKER made of ACCEPTABLE MARKER grade material that is manufactured with its front edge not less than 75 mm (3") lower than its rear edge. The sides of such a MARKER shall be cut perpendicular to its bottom. Except as permitted hereafter, the installation of a FLAT MARKER on an angle in the ground to create a sloped top surface is not permitted. SLOPED/PILLOW MARKERS shall not project vertically more than 250 mm (10") above their foundation at the highest edge. This type of MARKER shall only be installed on a raised MARKER FOUNDATION that has its top elevation set 64 mm (2.5") above the highest point of the abutting ground. A SLOPED/PILLOW MARKER may be constructed by the pre-setting of a FLAT MARKER on a rear to

front downward slope conforming to the above in a cast concrete slab. The thickness of the concrete slab shall not exceed 100 mm (4"). The pre-setting of the MARKER in the concrete slab shall be done in a good and ACCEPTABLE workmanlike manner by the marker dealer or the person(s) installing the MARKER prior to its delivery to the applicable cemetery. The finished horizontal dimensions of the combined concrete slab and FLAT MARKER shall not exceed the maximum dimensions permitted for such MARKERS in Part "H" of this BY-LAW.

- vii. TEMPORARY MARKER - shall mean a MARKER designed to be placed on an INTERMENT SPACE to temporarily mark the location of an INTERMENT for a limited period of time prescribed under Part "H" of this BY-LAW. Such MARKER(S) shall be constructed, installed and subsequently removed in accordance with the provisions set out for such a MARKER in Part "H".
- viii. UPRIGHT MARKER - shall mean a MARKER made of solid non-compartmentalized and ACCEPTABLE MARKER grade material that has its base and/or die or any portion thereof projecting above the top of the ground immediately abutting its location. Such MARKER may be designed to have ACCEPTABLE lettering, artwork, phrasing, or other designs or attachments inscribed or installed on a vertical, near vertical, sloped or flat plane as per Part "H" of this BY-LAW. All such MARKERS shall be set on a cast-in-place concrete foundation.

23. MARKER FOUNDATION: means a cast-in-place column of concrete that conforms to Part "H" of the BY-LAW and is designed and constructed for the support of a MARKER.

24. MARKER MAINTENANCE CONTRIBUTION: means the amount of money prescribed by Section 53(9) of the Act and Section 166 of the Regulations under the ACT that must be remitted to the cemetery by the date agreed to by the PRE-INSTALLATION REVIEW applicant and also specified on the SALES CONTRACT and prior to the installation of a MARKER FOUNDATION and/or the specified MARKER. Such contribution shall be entrusted to the CARE AND MAINTENANCE FUND as prescribed by the Regulations under the ACT.

25. NICHE: shall mean a self contained secure, weather proof compartment located in a COLUMBARIUM.

26. OLD PLOT: shall mean an area shown on a PLAN with its width and other dimensions being based upon it enclosing a whole number of two or more GRAVES.

27. OVERSIZED LINER or VAULT: shall mean a non-sealable or sealable container constructed of concrete, wood, fiberglass or other rigid material that is intended to be placed in an INTERMENT SPACE prior to the insertion of a casket. Where the external horizontal dimensions of such a container exceed 863.60 mm (34") in width, it shall be

considered as being “oversized”. Such a container shall be interred in accordance with Section 154 (2) of the Regulations under the ACT.

28. PLAN: shall mean the drawings, sketches or other documents that show the entire or partial layout of all LOTS, PLOTS, and roadways, walkways and any specialty areas in each of the CEMETERIES. The APPROVED copies of such plans, bearing the seal of the Bereavement Authority of Ontario shall be kept at the Cemetery’s address for service or at a location determined by Council.
29. PLOT: shall mean an area comprised of two or more INTERMENT SPACES or LOTS joined along their longest dimension and any additional space for a MARKER that have been assembled to comprise a single unit. Only one (1) CERTIFICATE OF INTERMENT RIGHTS shall be issued and in force for any such configuration.
30. PRE-INSTALLATION REVIEW: shall mean a written permission that must be obtained from the CEMETERY prior to the start of any planting, MARKER and/or MARKER FOUNDATION installation or other work on a LOT or PLOT. Such permission shall be granted where the proposed work or installation conforms to this By-law and the appropriate fee(s) has been paid and there are no outstanding charges against that LOT or PLOT.
31. PRICE LIST: shall mean a list of the prices of all INTERMENT RIGHTS, licensed cemetery services, and administrative fees that may be charged in each of the CEMETERIES. Such list shall conform to Section 33 of the ACT and Sections 54, 55, 56, 57, 59, 63, 65, 70 and 71 of the Regulations thereunder.
32. PRIVATE STRUCTURE: shall mean any type of assembly, construction or container, for above ground, which is intended for the holding or containment of whole, partial or cremated human remains and over which the HOLDER, owner or constructor may or may not intend to retain ready and exclusive access and control. Such installations are not permitted in any of the CEMETERIES.
33. REGISTER(S): shall mean the various types of public registers that are required to be maintained under Section 110 of the Regulations under the ACT.
34. REGULAR CREMATION LOT (Hillcrest Cemetery Only): shall mean an area not less than 910 mm X 910 mm (3 ft. X 2 ft.) in horizontal dimensions specifically designated for the INTERMENT of cremated remains. Maximum of two containers of cremated remains may be interred in such a lot. Only one (1) FLAT MARKER may be installed on such a lot as per Part “H”.
35. SALES CONTRACT: shall mean a written agreement for the sale and purchase of INTERMENT RIGHTS and/or other cemetery services. Such contract shall contain all of

the information and declarations prescribed by Section 40 of the ACT and Section 121 of the Regulations thereunder.

36. SUBDIVISION: shall mean the partitioning of a PLOT or and OLD PLOT having sufficient area to create one or more graves for transfer to a third party(ies) without consideration. The applicant or the recipient of such transfer shall apply for the issuing of a separate CERTIFICATE OF INTERMENT RIGHTS for the severed portion(s). A new CERTIFICATE OF INTERMENT RIGHTS will only be issued once all fees and extra costs related to such transfer have been paid in full. Refer to Part “E” of this BY-LAW for additional restrictions on such partitioning.
37. SUPERINTENDANT: shall mean the Foreperson assigned to a particular cemetery by the Municipality.
38. VAULT: shall mean an outer container constructed of pre-cast concrete, pre-molded fiberglass or other *ACCEPTABLE* material designed to hold one adult-sized casket. Such container will have a sealed top that is comprised of one or more sections. Such container shall be set at the bottom of an excavated *INTERMENT SPACE* and covered with the minimum amount of earth prescribed under Section 154 of the Regulations under the ACT.

PART "D "

GENERAL ADMINISTRATION:

1. Cemetery staff shall keep such books, accounts, registers and records as are necessary for properly recording all cemetery transactions in accordance with the Act and as directed by the Owner, and shall carry out the provisions of this by-law pertaining to administrative requirements.
2. All payments for interment rights and cemetery services shall be made at the Municipal Office, Box 70, 1925 Bruce Road 10, Chesley, Ontario, N0G 1L0
3. A public register shall be available for inspection without charge containing the following information:
 - a) the name and address of each interment rights holder and the location of the lot to which the rights pertain.
 - b) the name and address of each original purchaser of interment rights that have been transferred to another person and the date on which the rights were transferred.
 - c) the name of each person whose remains are interred in the Cemetery, the location of the lot in which the remains are interred and the date on which the remains were interred.
 - d) the particulars of each disinterment of remains, including the name of the person who requested the disinterment, the date on which the remains were disinterred and the location in which the remains were reinterred.
 - e) exception noted: not all records are available pertaining to certain burials which predate this by-law.
 - f) remains to be interred upon receiving written instructions from a welfare administrator shall be located in the area of the Cemetery designated for that purpose.

PART "E"

SALE AND TRANSFER OF INTERMENT RIGHTS :

1. **Sales Contract:**

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

2. **Idem:**

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

3. **Viewing and/or Purchasing Arrangements:**

All parties interested in viewing and/or purchasing rights shall contact the SUPERINTENDANT and an appointment for such shall be set by mutual consent.

4. **Third Party Purchase:**

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

5. **Purchase by Funeral Directors:**

Where a Funeral Director is acting on behalf of a client with whom he/she has entered into a contract for the provision of funeral services which are likely to be delivered within ninety-six (96) hours of the time of entering into such contract, such Funeral Director shall be allowed the privilege of purchasing INTERMENT RIGHTS for such client. The Funeral Director need not provide evidence of his/her authority to act but shall assume the liability of the indebtedness incurred. Such Funeral Director shall be allowed fifteen (15) banking days to provide payment in full to the applicable cemetery for such purchase. The SALES CONTRACT and CERTIFICATE OF INTERMENT RIGHTS shall be drawn in the name of the Funeral Director's client. A CERTIFICATE OF INTERMENT RIGHTS will not be issued until payment is received in full. Where payment is not received within fifteen (15) banking days, the afore-mentioned privilege shall be immediately suspended until payment in full is received. Where such failure to pay the outstanding account within the fifteen (15) banking days period occurs on two consecutive purchases, such privilege shall be withdrawn and future sales to that Funeral Director shall be on a cash basis of payment at time of purchase.

6. Types of Rights Sold:

The types of rights sold by the CEMETERY shall be:

- a) adult sized in-ground INTERMENT SPACES
- b) regular sized in-ground cremation LOTS (Hillcrest Cemetery Only)
- c) COLUMBARIUM NICHES

7. Sale Prices:

The sale price of all INTERMENT RIGHTS shall be the applicable rate which is shown on the PRICE LIST that shall be maintained as per the ACT and updated as deemed necessary by the Council of the Municipality of Arran-Elderslie.

8. Method of Payment:

Except as permitted in Section 5 above, payment in full shall be made by cash, cheque, bank draft or money order at the time of purchase. Cheques shall be made payable to the Municipality of Arran-Elderslie.

9. Initial Rights Certificate Issuance:

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

10. No Second INTERMENT or Improvement Permitted:

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

11. Rights Acquired:

Purchasers acquire only the right and privilege of burial of the dead and of the installation of ACCEPTABLE memorialization in accordance with the BY-LAW. Title to the land in question remains with the Corporation of the Municipality of Arran-Elderslie.

12. Third Party Rights Resale Prohibited:

The resale of INTERMENT RIGHTS to a third party, are prohibited under this BY-LAW. The CEMETERY shall repurchase INTERMENT RIGHTS when requested to do so by a HOLDER or other eligible party listed in the original SALES CONTRACT but only in accordance with Sections 44 and 47 of the ACT and Sections 142 and 144 of the Regulations. A person who holds interment rights with respect to a lot in a cemetery plot is not entitled to cancel the contract under which the rights were purchased if the interment rights to another lot in the plot have already been exercised.

13. Transfer of Rights:

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

14. Transfer Registration:

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

15. Transfer Application:

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

16. Transfer Application Delivery and Fees:

All applications for the transfer of ownership of INTERMENT RIGHT(S) and the applicable fees shall be delivered in writing to the CEMETERY at their address for service during the normal office hours. The application for transfer shall be accompanied by the listed administration fee.

17. Transfer Application Delivery and Fees:

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

18. Required Information:

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

19. Waiver of Interest:

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

20. New Certification and Related Information:

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

21. Transfer by Will or Bequest:

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

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

22. Notices to Rights Holders:

All notices to INTERMENT RIGHTS HOLDERS shall be mailed to each HOLDER at the last address known to the CEMETERY unless more or less stringent requirements are specified or permitted by the ACT, the Regulations thereunder or the directions of the Bereavement Authority of Ontario.

23. Old Plot Subdivision:

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

24. Space Width:

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

25. Written Application Required:

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

26. Grouping with 32" Wide Graves:

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

27. Grouping Memorials Restricted:

The first written confirmation referred to in (26) above shall also confirm that the beneficiaries are also aware that more restrictive conditions on memorialization than those permitted under this By-law may be imposed on such a DESIGNATED GROUPING by the CEMETERY. A copy of such confirmation with original signatures thereon shall be provided to the CEMETERY at the time of designation.

28. Idem:

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

29. Other Remaining Parts:

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

30. INTERMENT Space Orientation:

Unused space in an OLD PLOT may only be considered for SUBDIVISION if the resulting orientation of the INTERMENT SPACES in the new LOTS and/or PLOT(s) will be the same as those in the adjoining PLOTS.

31. Approval Period:

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

32. Cemetery May or May Not Repurchase:

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

PART "F"

SALES OF LICENSED CEMETERY SERVICES:

1. Services Provided:

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

- a) In-ground INTERMENT RIGHTS
- b) COLUMBARIUM NICHE INTERMENT RIGHTS
- c) With regard to a LOT or PLOT:
 - i. opening and closing of an INTERMENT site
 - ii. providing a carrying or lowering device and/or ground cover for an INTERMENT

2. Rates Charged:

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

3. Sales Contract Required:

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

4. Price List Availability:

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

5. Pre-Sales Contract Disclosures:

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

6. Basic Facts Sheet Provided:

The attending cemetery staff shall provide a prospective purchaser with the "Basic Facts Sheet" prepared by the CEMETERY. Such "Basic Facts Sheet" shall contain the information and offers of same as prescribed under Section 113 of the Regulations made under the ACT and any other information that the CEMETERY deems to be relevant at the time of purchase and sale.

7. INTERMENT Arranged/Exclusive Supplier:

All arrangements for the provision of the licensed services listed in Sections 1) of this Part shall be made through the SUPERINTENDANT or cemetery staff designated as the contact person through whom such arrangements are made. The opening and closing of INTERMENT spaces shall be done exclusively by cemetery staff.

8. Pre-installation Review Required:

No MARKER or MARKER FOUNDATION shall be installed nor any MARKER location staked out until the PRE-APPLICATION REVIEW for such as required in Section 3) of Part "H" of this By-law been applied for and approved.

9. Pre-installation Review Denial:

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

PART "G"

INTERMENTS & DISINTERMENTS

1. Eligible Remains:

INTERMENTS shall be restricted to whole, partial or fetal human or cremated human remains.

2. INTERMENT Supervision:

The SUPERINTENDANT or other assigned cemetery staff shall be in attendance at each INTERMENT or disinterment. Cemetery Staff shall perform all interments and disinterments, open and close all NICHES in the cemetery.

3. Required Documents for INTERMENT:

The following documentation shall be completed and provided to the CEMETERY prior to each INTERMENT:

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

4. Arranging of Disinterments:

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

5. Required Documents for Disinterment:

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

- a) the completed SALES CONTRACT;
- b) the Authorization to Disinter form signed by a party having the legal authority to request such disinterment and the County Medical Officer of Health or their appointed representative;
- c) any other documents that the CEMETERY may deem necessary due to any unusual circumstances or survivor disagreement over the disinterment;
- d) written confirmation of the attendance at the applicant's expense of a licensed funeral practitioner who will provide an ACCEPTABLE container and carry out the transfer of any unencased remains to their re-interment site if deemed necessary;

- e) a Waiver form signed by the applicant requesting the disinterment relieving the CEMETERY and its contractor(s) of any claim against it for incidental damage that may occur to any previously buried containers or their contents during the disinterment process;
- f) written confirmation of the attendance at the applicant's expense of a concrete VAULT or liner supply company with an ACCEPTABLE device capable of lifting and transporting a VAULT or liner if deemed necessary by the CEMETERY.

6. Telephone Orders:

Funeral directors will be permitted to place telephone orders for the opening and closing of an INTERMENT SPACE directly with the SUPERINTENDANT or other assigned cemetery staff charged with such responsibility. The CEMETERY shall not be held responsible for any errors that may arise from such verbal orders. The appropriate written documentation must be provided within the following 24 hours. With the exception of a SALES CONTRACT, delivery of such documents by telephone fax transmission where possible will be deemed to be an ACCEPTABLE form of delivery.

7. INTERMENT Rights Holder's Consent:

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

8. Advance Notice of INTERMENT:

Notice of an INTERMENT shall be given to the SUPERINTENDANT or other assigned cemetery staff at least forty-eight (48) hours before such INTERMENT is to take place. The SUPERINTENDANT may accept a shorter notice under special circumstances.

9. Deemed INTERMENT Time:

For the INTERMENT of non-cremated remains, the time of the burial of human remains including the placing of human remains in a lot; shall be deemed to be the time of the INTERMENT unless mutually agreed to by the SUPERINTENDANT or assigned cemetery staff and the Funeral Director. Saturday interments not completed by 12 noon shall be subject to additional fees as provided in the schedule of fees. The responsibility for payment of such charge(s) shall be deemed to rest with the Funeral Director providing the service, or the executor of the estate of the INTERMENT RIGHTS HOLDER.

10. INTERMENT Days:

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

11. Late Funeral Arrivals:

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

12. Seasonal Restrictions:

Winter INTERMENT shall mean all INTERMENTS between the first day of November in any year and the thirtieth day of April in the following year, with the permission of the Superintendent. Where it is determined that conditions such as soft soil caused by Spring thaws or excessive rainfall or other unsuitable conditions exist that may make the ground potentially hazardous to the safe travel of people and/or equipment for an INTERMENT, the Funeral Director shall be advised to make arrangements for a committal service to be held at a location of his/her choosing and that arrangements must be made to store the remains at their expense until the site is restored to a sufficiently safe condition to allow the INTERMENT to proceed.

13. Season for Disinterment:

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

14. Handling Unencased Disinterred Remains:

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

15. INTERMENT of Stored Remains:

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

16. Notice Not Given:

The CEMETERY is not bound to give prior notice of the pending INTERMENT of any stored remains to the next of kin.

17. Container Required:

A container or casket is required to transport and inter human remains in the CEMETERY. It shall be constructed of a material and compressive strength to adequately permit normal handling without assembly failure. If a container does not meet this criteria, it shall be enclosed in an outer container that will permit such handling.

18. Maximum Number of interments:

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

19. Maximum Number of Cremated Remains Interments:

The maximum number of interments of cremated remains shall be as follows:

- a) in a REGULAR CREMATION LOT, (2) two cremated remains
(Hillcrest Cemetery Tara only)
- b) in any LOT, GRAVE or INTERMENT SPACE,(4) four cremated remains.
- c) The total number of cremated remains to be placed in a NICHE is (2) two. The NICHE dimensions are 30 x 30 x 30 cm (12" x 12" x 12") in the centre COLUMBARIUM and 30 x 30 x30 cm (12" x 12" x 12") in the COLUMBARIUM wall. Any urn which cannot be contained within the NICHE will not be inurned.

20. Maintaining Existing Grades:

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

21. Reduced Number of Spaces:

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

22. Vaults or Liners wider than 34”:

Funeral Directors or the parties arranging a full sized INTERMENT shall be responsible for notifying the SUPERINTENDANT when they intend to install a VAULT or LINER exceeding 34" in width. Such notice must be written and must be given at the time of the original request for the INTERMENT. When so notified, the SUPERINTENDANT shall make a determination as to whether the proposed oversized installation will create an encroachment into any adjacent LOT or PLOT not owned by the HOLDER of the LOT or PLOT where the INTERMENT will take place.

23. Limited Space Remaining within Lot or Plot:

Where it is determined that there is sufficient space within the subject LOT or PLOT for the oversized VAULT or LINER to be used, but that such installation will reduce the remaining space to less than 34", but more than 30", a written Waiver shall be obtained from the HOLDER or their legally empowered representative clearly stating that no further whole body interments in that LOT or PLOT will be done.

24. Less than Sufficient Space Available;

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

25. INTERMENT Request Refused:

The CEMETERY reserves the right to refuse to carry out any INTERMENT in any LOT or PLOT against which there are unpaid charges. Such INTERMENT shall not take place until

all such outstanding balances are paid or the INTERMENT is ordered by the Medical Officer of Health or a court.

26. Animal INTERMENTS:

The INTERMENT of the remains of animals shall not take place in any of the CEMETERIES.

27. Burial Service Hours:

Regular grave-side INTERMENT services and/or any other type of commemorative services shall take place and be completed between the hours of 9:00 AM and 4:00 PM on Mondays to Fridays. Services taking place after 4:00 P.M. Monday to Friday and between 9:00 AM and 2:00 PM on Saturdays excluding all Statutory Holidays (no funerals or services shall take place on Sundays or Statutory holidays), shall be subject to additional APPROVED fees and charges rates.

28. INTERMENT Fee:

The INTERMENT fee includes the opening and closing of the grave, registration of the burial, earth cover and re-seeding.

29. Setting Up:

The setting up and removal of artificial grass, lowering devices and other INTERMENT accessories at an INTERMENT are the responsibility of the funeral director.

30. Funerals Flowers:

All funeral flowers and containers are to be removed from the site within seven days of the date of burial or the same will be removed by the SUPERINTENDANT or assigned cemetery staff.

31. Concrete Vault or Liner Recommended:

The Cemetery recommends the use of a concrete vault or liner for all interments to prevent shifting and settling.

PART "H"

INSTALLATION OF MARKERS, MEMORIALS AND OTHER WORKS:

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

1. Niches:

Niche door engraving will be arranged by the Cemetery Staff on behalf of the purchaser. Engraving costs are the responsibility of the purchaser and will be collected at the time of the sale of the Niche; with the exception of the date of the death which will be collected at time of final burial. In order to maintain the columbarium in a uniform manner all engravings shall be in the font and size approved by Cemetery Staff. Pictures are not permitted. Engraving shall be limited to name(s) of the inurned, year of birth and death or date of birth and death in numerical form and personalization line(s). Maximum of seven (7) lines per niche which shall include personalization lines, which shall be approved by Cemetery Staff. Sample lettering example:

NAME
MAR 7, 1930 – AUG 17, 1999
BELOVED SPOUSE OF
NAME
SEP 3, 1931 – FEB 13, 2000

2. Markers, Memorials Improvements Prohibited by Outstanding Charges:

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

3. Pre-installation Review Required:

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

4. Marker Foundation Required:

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

5. Reduced INTERMENT Space Length:

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

6. Concrete Strength:

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

7. Minimum Foundation Depth:

The minimum depth of any MARKER FOUNDATION shall be 5' below the ground level immediately adjacent to the proposed location of the MARKER.

8. Marker Foundation Elevations:

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

A COMPANION MARKER and SLOPED/PILLOW MARKER shall only be installed on a raised *MARKER FOUNDATION* that has its top elevation set 64 mm (2.5") above the highest point of the abutting ground.

The final top elevation of a MARKER FOUNDATION for an UPRIGHT MARKER shall be highest point of the ground immediately abutting the foundation.

9. Marker Foundation Top and Perimeter Finish:

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

10. Length and Width of Foundations:

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

11. Private Structures not Permitted:

The installation of above ground PRIVATE STRUCTURES designed to contain whole or cremated human remains is not permitted in the CEMETERY.

12. Clean Excavation Required:

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

13. Maximum Permitted Number and Types of Markers:

Subject to the size and type limitations set out in Sections 16) of this Part, the maximum number and types of MARKERS or combinations thereof that may be installed on a LOT, GRAVE, PLOT or DESIGNATED GROUPING shall be as follows:

- a) on a **REGULAR CREMATION LOT**:

One (1) FLAT MARKER;

- b) on each **SINGLE LOT, or a GRAVE**:

Three (3) FLAT MARKERS

or

Two (2) FLAT MARKERS and one (1) PRIMARY SLOPED/PILLOW or COMPANION MARKER or UPRIGHT MARKER.

The dimensions of an UPRIGHT MARKER on such a LOT shall not exceed the maximum dimensions prescribed for a MARKER as set out in section 16) of this Part;

- c) on each **PLOT or DESIGNATED GROUPING that contains an even number of INTERMENT SPACES or GRAVES laid out side by side in a row**:

One (1) PRIMARY UPRIGHT, SLOPED/PILLOW, COMPANION or FLAT MARKER installed on the centre line between an adjoining pair of INTERMENT SPACES and two (2) SECONDARY FLAT MARKERS on each INTERMENT SPACE or GRAVE;

- d) on each **PLOT or DESIGNATED GROUPING that contains an odd number of INTERMENT SPACES or GRAVES laid out side by side in a row**:

One (1) PRIMARY UPRIGHT, SLOPED/PILLOW, COMPANION or FLAT MARKER with such MARKER being centred on the middle INTERMENT SPACE, LOT or GRAVE of an assembly or *DESIGNATED GROUPING comprised of an odd number of INTERMENT SPACES or GRAVES* within the *PLOT* and the same as c) above for each remaining pair of *LOTS, INTERMENT SPACES or GRAVES*. The maximum number of *SECONDARY FLAT MARKERS* permitted on each *LOT, INTERMENT SPACE or GRAVE* shall be two (2).

NOTE: SECONDARY MARKERS are intended to memorialize the INTERMENT of cremated remains up to the maximum permissible number as permitted in Section 19 of Part "G" of this

BY- LAW. The installation of foot-markers on an INTERMENT SPACE or GRAVE shall however reduce the number of permitted SECONDARY MARKERS by an equivalent number. With the exception of CORNER POSTS, not more than two (2) SECONDARY MARKERS shall be installed on an INTERMENT SPACE or GRAVE.

14. Marker Numbers on Specific Old Plots:

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

15. Shared Marker Plots:

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

16. Marker Size Limitations:

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

a) on a **REGULAR CREMATION LOT:**

355 mm X 610 mm (14"X 24")

Maximum thickness of 100 mm (4")

b) on a **SINGLE LOT or GRAVE:**

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

Horizontal Dimensions: 710 mm X 405 mm (28" X 16")

Maximum Thickness for FLAT & COMPANION: 100 mm (4")

ii. **PRIMARY SLOPED/PILLOW MARKER:**

Horizontal Dimensions: 710 mm X 405 mm (28" X 16")

Height Limitations: Shall not project vertically more than 250 mm (10") above their foundation at the highest edge. The front edge shall not be less than 75 mm (3") lower than its rear edge.

iii. **PRIMARY UPRIGHT MARKER:**

Maximum Length of Base: 915 mm (36")

Width of Base: minimum 305 mm (12"), maximum 360 mm (14").

Height of Base: Minimum 150 mm (6"), Maximum 200 mm (8")

Maximum horizontal width of die: 762 mm (30")
Maximum combined height of base and die: 910 mm (36")

Diestone thickness to conform to Section 26 of this Part.

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

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

Horizontal Dimensions: 1066 mm X 460 mm (42" X 18")

Minimum Thickness: 100 mm (4")

Maximum Thickness: 150 mm (6").

ii. **PRIMARY SLOPED/PILLOW MARKER:**

Horizontal Dimensions: 1066 mm X 460 mm (42" X 18")

Height Limitations: Shall not project vertically more than 250 mm (10") above their foundation at the highest edge. The front edge shall not be less than 75 mm (3") lower than its rear edge.

iii. **PRIMARY UPRIGHT MARKER:**

Maximum Length of Base: 1220 mm (48")

Width of Base: Minimum 305 mm (12"), Maximum 405 mm (16")

Height of Base: Minimum 150 mm (6"), Maximum 200 mm (8")

Maximum horizontal width of die: 1066 mm (42")

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

Diestone thickness to conform to Section 26 of this Part.

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

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

Horizontal Dimensions: 1220 mm X 460 mm (48" X 18")

Minimum Thickness: 100 mm (4")

Maximum Thickness: 150 mm (6").

ii. **PRIMARY SLOPED/PILLOW MARKER:**

Horizontal Dimensions: 1220 mm X 460 mm (48" X 18")

Height Limitations: Shall not project vertically more than 250 mm (10") above their foundation at the highest edge. The front edge shall not be less than 75 mm (3") lower than its rear edge.

iii. **PRIMARY UPRIGHT MARKER:**

Maximum Length of Base: 1525 mm (60")

Width of Base: Minimum 305 mm (12"), Maximum 405 mm (16")

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

Maximum horizontal width of die: 1372 mm (54")

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

Diestone thickness to conform to Section 26 of this part.

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

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

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

iii. **PRIMARY UPRIGHT MARKER:**

Maximum Length of Base: Not to exceed 2/3 of width of the PLOT or grouping

Width of Base: Minimum 305 mm (12"), Maximum 405 mm (16")

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

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

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

Diestone thickness to conform to Section 26 of this part.

f) **SECONDARY MARKERS** installed on a LOT, INTERMENT SPACE or GRAVE in any configuration listed in b), c), d), or e) above shall be **FLAT MARKERS.**

Maximum Horizontal Dimensions: 360 mm X 610 mm (14" X 24")

Minimum Thickness: 75 mm (3")

Maximum Thickness: 100 mm (4").

17. Temporary Markers permitted:

Subject to the time, material, size restrictions and administrative requirements set out in Sections 18 to 25 inclusive of this Part, TEMPORARY MARKERS may be installed to memorialize an INTERMENT on the site where such disposition has taken place.

18. Temporary Marker Pre-Installation Review:

TEMPORARY MARKERS shall be subject to the same PRE-INSTALLATION REVIEW administrative requirements.

19. Care and Maintenance Fund Amount Not Payable:

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

20. Temporary Marker Time Period Restriction:

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

21. Shape and Inscription Acceptable:

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

22. Temporary Marker Material:

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

23. No Sharp Points or Edges Permitted:

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

24. Securing Temporary Markers:

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

25. Temporary Marker Size:

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

- Maximum width: 460 mm (18")
- Maximum height: 610 mm (24")
- Maximum thickness: 200 mm (8")

26. Diestone Thickness

Except as permitted in Section 27 of this Part, all diestones on *UPRIGHT MARKERS* shall be of sufficient thickness to ensure that a horizontal force of not less than 100 lbs. applied at their highest point will be required to push the die over while tested in a free-standing unsecured position with no adhesive between the die and the base.

27. Diestone Thickness Exemptions

The one piece slab-type *UPRIGHT MARKERS* that are provided to veteran military personnel by Veterans Affairs Canada or the Last Post Fund and which are set in a concrete foundation are exempted from the requirements of Section 26 of this Part.

28. Tapered Diestones:

UPRIGHT MARKERS which have a near vertical sloped face on them for inscription purposes will be ACCEPTABLE provided the diestone is not less than 200 mm (8") in thickness at its base and not less than 75 mm (3") in thickness at its top and is not more than 600 mm (24") in height above its base.

29. Marker Materials:

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

- a) PRIMARY COMPANION, SLOPED/PILLOW, UPRIGHT, and SECONDARY FLAT MARKERS: granite only.

- b) FLAT PRIMARY MARKERS: granite only or bronze attached to a granite or concrete base.

30. Concrete Borders on Small Flat Markers:

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

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

31. Dignity of Inscription:

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

32. Marker Shape Approval:

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

33. Statuary Restricted:

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

34. Statuary Dimensions:

Statuary incorporated as part of an UPRIGHT MARKER are considered as diestones and shall conform to all requirements set out for UPRIGHT MARKERS in Sections 16 and 26 of this Part.

35. Statuary Material:

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

36. Work or Installation Done without Pre-Installation Review and Approval:

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

37. Deviation from Approved Pre-Installation Review Approval:

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

38. Stop Work Orders Universal:

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

39. Form of Stop Work Order:

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

40. Stop Work Order Ignored:

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

41. Failure to Leave Cemetery:

Where persons ordered to leave the cemetery under Section 40 above refuse to do so, the police may be summoned to effectuate an orderly departure.

42. Failure to Make Safe:

Where the parties ordered to leave the cemetery refuse to make the site safe prior to their departure, the work shall be deemed as abandoned and the SUPERINTENDANT or assigned cemetery staff shall arrange for the necessary corrections to be carried out under the provisions of Section 44 of this Part.

43. Partially Completed Work Deemed Abandoned:

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

44. Cemetery May Reconstruct:

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

45. Completed Non-Conforming Work Discovered:

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

46. Notice of Intent to Correct:

Except where hazards deemed as a threat to the safety of workers and/or the general public must be corrected immediately, the CEMETERY shall notify the HOLDER of its intention to carry out any of the corrective actions listed in Sections 44 and 45 of this Part. Such notice shall be made in writing by registered mail to the last known address of the INTERMENT RIGHTS HOLDER shown in the REGISTER or any new address known to the CEMETERY.

47. Appeal of Notice of Intent to Correct:

The INTERMENT RIGHTS HOLDER shall be allowed thirty (30) days from the mailing date of the Notice of Intent to Correct to request a hearing before a special Committee of Appeal struck by the Council in order to attempt to arrive at a mutually ACCEPTABLE solution to the matter.

48. Delivery of Request of Hearing:

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

49. Council to Strike Committee:

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

50. Committee Make-up:

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

51. Granting of Hearing:

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

52. Notice of Hearing:

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

53. Mutually Acceptable Date, Time and Place:

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

54. One Postponement Permitted:

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

55. Failure to Appear:

Where the HOLDER fails to notify the Special Committee in writing of his/her inability or unwillingness to appear on the date and/or at the time and place of the first and/or second scheduled hearing and does not provide the Special Committee with any written, electronic, audio or visual submission and does not request a postponement of the first hearing as provided for in 54 above, the appeal shall be deemed to have been abandoned and the Special Committee shall deal with the original matter as it sees fit.

56. Failure to Appeal:

Where a Notice of Appeal is not received by the CEMETERY within the prescribed time period set out in 47 above, the CEMETERY may proceed with intended corrective actions or work.

57. Decision Firm and Binding:

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

58. Precedent Not Binding:

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

59. Appeal Committee Costs:

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

60. Costs Not Paid:

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

61. Marker Removal or Alteration:

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

PRE-INSTALLATION REVIEWS and new MARKER installations shall also be applicable to the items listed in this Section.

62. Memorial Donations Considered:

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

Part "I"

CARE AND DECORATION OF LOTS AND PLOTS:

1. Cemetery Responsible for Turf:

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

2. Rights Holder Responsible:

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

3. Flower Beds Permitted:

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

- a) a permanent MARKER as above has been installed on the LOT, PLOT or GRAVE;
- b) the flower beds must be located entirely within the boundaries of the LOT or PLOT and may not project into adjacent LOTS, PLOTS or walkways;
- c) flower beds adjacent to COMPANION, SLOPED/PILLOW and UPRIGHT MARKERS on a single LOT or GRAVE may only be located along the longest side of such types of MARKERS;
- d) annual plants only to be planted in the cemetery;
- e) planting of borders around lots is prohibited and
- f) no flower beds shall be created without a request consent to install form having been applied for by the HOLDER and approved by the SUPERINTENDANT.

4. Shrub, Bushes and Dwarf Trees Permitted:

Shrubs, bushes and dwarf trees in the varieties ACCEPTABLE to the CEMETERY may be planted on a PLOT where there is sufficient room between the end of a PRIMARY MARKER and the nearest boundary to allow such planting without disturbing any of the CORNER POSTS or other land markers installed by the CEMETERY. This BY-LAW shall also apply in those instances where the HOLDER has supplied such CORNER POSTS for installation by the CEMETERY. No shrubs, bushes or dwarf trees shall be planted without a request consent to install form having been applied for by the HOLDER and approved by the SUPERINTENDANT.

5. Consent Approval Period:

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

6. Flower Beds Disturbed:

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

7. Tree or Shrub Root Disturbance:

The CEMETERY shall not be responsible for any damage that may occur to the root

structure of any tree, shrub or bush as result of an INTERMENT taking place in the same or an adjacent LOT or PLOT including those instances where such damage results in the death of the plant.

8. Tree, Bush or Shrub Removal:

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

9. Nuisance Plant Removal:

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

10. Neglected Tree Removal:

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

11. Attempted Notice to Correct:

The CEMETERY shall make a reasonable attempt to provide the HOLDER with sufficient notice of any intended removal in order to afford such HOLDER an opportunity to alter the trees or shrubs listed in 9) and 10) above to the CEMETERY'S satisfaction.

12. Statuary Installation Restricted:

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

13. Other Lot/Plot Decorative Items:

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

14. Lot/Plot Decorative Items Height Restricted:

Stand-alone items such as candle holders, solar lights and shepherd's crooks designed to hold flower containers shall not exceed 1.2 M (48") in height. Such items shall be provided with sufficiently long bottom spikes so that they will safely stand alone in the wind. These items are only permitted in the flower bed area.

15. Cemetery Not Responsible for Damage:

Where items as in 13) above are placed adjacent to a MARKER within a flower bed area, the CEMETERY shall not be responsible for damage that may occur to such item(s) as the

result of accidental contact with such items by the various types of maintenance or operating equipment used by the CEMETERY.

16. Removal Request Notification:

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

17. Option to Store:

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

18. Stored Items Retrieval:

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

19. Other Structures Prohibited on Lot/Plot:

The installation of copings, fences, curbs, steps, and structures of wood, benches or any other type of structure or assembly is prohibited.

20. Non-Shatterproof Containers Prohibited:

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

21. Pre-Existing Structures:

Any structures as listed in 19) above that existed prior to the enactment of this BY-LAW and that have in the CEMETERY' S opinion become unsightly or unsafe due to neglect or age may be removed.

22. Notice of Existing Structure Removal:

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

23. Re-construction Prohibited:

Any structure removed under the provisions of Section 21) of this Part may not be replaced or reconstructed.

24. No Compensation Due to Holder(s):

The CEMETERY shall not be liable for any compensation to the HOLDER(s), their heirs or

legally empowered agents when structures are removed under the provisions of Section 21 of this Part. The CEMETERY shall not be liable for any damages that may occur to items transported and stored under the provisions of Sections 17 and 18 of this Part.

25. Spiked Flower Containers Permitted:

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

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

26. Maximum Number of Spiked Containers:

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

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

27. Saddle Arrangements Permitted:

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

28. Floral Tributes Season:

Floral tributes of fresh cut or ACCEPTABLE ARTIFICIAL FLOWERS may be installed between May 1st and October 31st of each year. Tributes made from fresh cut flowers will be removed by the SUPERINTENDANT when they become unsightly. Such tributes shall be held in "spiked" containers as described in Sections 25 and 26 of this Part.

29. COLUMBARIUM:

No floral arrangements or personal items are permitted to be attached or displayed which will obscure the view or appearance of the COLUMBARIUM.

30. Wreath Installation Period:

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

31. Live Plants to be Removed:

Flower beds shall be cleared of tender plants by the HOLDER within seven days of the first autumn frost which causes visible leaf or stem damage to the plants. Where a HOLDER fails to clear away frost damaged live plants within the seven day period, the CEMETERY may carry out such removals as it deems appropriate.

32. Flower Beds Abandoned:

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

33. Holder Responsible for Disposal:

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

34. Holder Responsible for Tools, Materials:

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

35. Chemical Spraying Prohibited:

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

36. Holder Responsible for Public and Personal Safety:

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

37. Order of Immediate Correction or Removal:

Where the CEMETERY are made aware of any work being carried out in a manner that it deems to be unsafe or that hazards to the safety of the general public and/or workers are being created by the actions of a HOLDER, their agents or contractors, the CEMETERY shall immediately issue a Stop Work Order as per Section 37 of Part "H" of this By-law and require an immediate correction of any such work practices or hazards to public safety. Where a HOLDER or their agent(s) refuses to cease any unsafe work practices or to correct any hazards to the safety of the general public that he/she/they have created, they shall be ordered to leave the cemetery immediately. Failure to leave may result in the appropriate authorities being summoned in order to safely effectuate such removal.

38. Charges for Ordered Corrections:

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

PART "J"

RULES FOR MONUMENT DEALERS, CONTRACTORS AND THEIR EMPLOYEES:

1. Consent or Pre-Installation Review Confirmation Required:

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

2. Notice Required to Cemetery:

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

3. Denial of Permission to Proceed:

The SUPERINTENDANT may delay or deny permission for such work to proceed because of possible conflict or interference with other work, projects or funerals that may be occurring at the proposed time or for lack of the issuance of PRE-INSTALLATION REVIEW confirmation form.

4. General Liability Insurance Required:

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

5. Proof of Insurance Required:

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

6. Form and Content of Proof of Insurance:

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

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

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

Where any party employed by a HOLDER as in Sections 1 and 2 of this Part refuses or fails to provide the proof of insurance or fails to provide such in the form prescribed above prior to the commencement of any work, the approval to proceed may be denied or revoked. This Section shall also be applicable to those instances where ACCEPTABLE proof of good standing with the Workplace Safety Insurance Board of Ontario is not provided upon request.

8. Revoked Permission to Work:

Where permission to proceed with work is revoked, a Stop Work Order shall be issued by the CEMETERY and all the provisions for Stop Work Orders as outlined in Sections 37 to 40 inclusive in Part "H" of this By-law shall be applicable.

9. Workplace Safety Insurance Board Good Standing Required:

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

10. Safe Work Practices Required:

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

11. Worker Personal Behaviour:

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

12. Observed Unacceptable Behaviour:

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

13. Failure to Correct Unacceptable Behaviour:

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

14. Turf and Grounds Protection:

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

of protection over the ground to prevent such damage.

15. Turf and Grounds Damaged:

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

16. Other Property Damaged:

Where any structure or plant life or any other type of installation or feature on the grounds of any of the CEMETERY is damaged as a result of actions of any contractor or their workers, the person(s) in whose name the PRE-INSTALLATION REVIEW confirmation form was issued shall be held liable for the carrying out or the cost of repairing such damage to the satisfaction of the CEMETERY.

17. Soft Road Conditions:

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

18. Work Season Restricted:

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

19. Hours of Work:

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

20. Extended Work Hours Restricted:

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

21. Start of Work Day Restricted:

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

22. Work Site Protection after Hours:

In those instances where a job or project will take more than one day to complete, the

person(s) carrying out such work shall ensure that the work area is clearly marked and readily visible during non-working hours and that such if left in a state that will not pose any safety hazards to other workers and the general public.

23. Material and Tool Storage:

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

24. Open Excavation Protected:

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

25. Marker Delivery:

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

26. Worksite Restored:

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

27. Work Debris Removed:

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

28. Worksite Not Restored:

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

29. Quiet INTERMENT:

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

PART "K"

RULES FOR VISITORS:

1. Visitor Hours:

Visitors are welcome in the CEMETERY from sunrise until sunset.

2. Visitor Conduct:

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

3. Conduct of Children:

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

4. Household Pets Restricted:

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

- a) when they are held within the confines of a vehicle, and/or
- b) when led on a tight leash from a vehicle to the burial place of a previous owner and/or family member and then returned to the vehicle shortly thereafter.

5. Exempted Pet Control:

Pets exempted under Section 4 (b) of this Part shall not be allowed to relieve themselves in the CEMETERY. Where such does occur, the person(s) accompanying such pet shall ensure that any such material is placed in an acceptable closable container or bag and disposed of in the refuse containers provided on site.

6. Off-road Vehicles Prohibited:

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

7. Vehicular Travel Restricted:

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

8. Speed Restricted:

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

9. Firearm Discharge Prohibited:

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

10. Parades, Assemblies Restricted:

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

11. Route Directed:

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

12. Sales, Solicitations and Signs Restricted:

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

13. Non-Disturbance of Lots(s) and Plots(s):

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

14. Placing Tributes:

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

15. Clean Grounds Maintained:

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

16. Dumping Prohibited:

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