

Schedule “A”

These by-laws are the rules and regulations that govern Exeter Public Cemetery and have been approved by the Registrar, Funeral, Burial and Cremation Services Act, (2002), Bereavement Authority of Ontario.

1. DEFINITIONS

- 1.1. Act: Funeral Burial & Cremation Services Act, 2002, S.O. 2002, c.33, including any Provincial Regulations made pursuant to said Act, and specifically Ontario Regulation 30/11.
- 1.2. Burial: The opening and closing of an inground ~~lot~~Lot or ~~plot~~Plot for the disposition of human remains or cremated human remains.
- 1.3. By-laws: The rules and regulations under which the Cemetery operates.
- 1.4. Care and Maintenance Fund: The trust fund into which all monies received by the Municipality of South Huron at a percentage of the purchase price of all Interment Rights, and set amounts for ~~marker~~Marker and ~~monument~~Monument installations is ~~contributed into the Care and Maintenance Fundas required by the Act.~~ Interest earned from this fund is used to provide care and maintenance of ~~plots~~Plots, ~~lots~~Lots, ~~markers~~Markers, and ~~monuments~~Monuments at the Cemetery.
- 1.5. Cemetery: Exeter Public Cemetery located at 39650 Dashwood Road, Exeter, Ontario in the Municipality of South Huron.
- 1.6. Cemetery Operator: Means the Corporation of the Municipality of South Huron who is the owner of the Exeter Public Cemetery. The Municipal Office is located at 322 Main Street South, Exeter, Ontario.
- 1.7. Columbarium: A structure containing individual compartments or Niches for the placement of human cremated remains.
- 1.8. Contract: For purposes of these ~~by~~By-laws, all purchasers of ~~interment~~Interment rights ~~Rights~~ must sign a contract with the ~~cemetery~~Cemetery, detailing obligations of both parties and acceptance of the ~~cemetery~~Cemetery ~~by~~By-laws.
- 1.9. Corner Posts: Shall mean any stone or other land ~~markers~~Markers set flush with the surface of the ground and used to indicate the location of a ~~lot~~Lot or ~~plot~~Plot.
- 1.10. Grave: Means any inground ~~burial~~Burial space intended for the interment of a child, adult or cremated human remains.

Commented [FD1]: The objective is to eliminate conflict with the FBCSA definitions and reduce redundancy. The existing By-law is abased upon the BAO sample By-law so is generally structurally sound.

Commented [FD2]: Removed redundancy and mentioned legislation.

~~1.11.~~ Inter: Means the Burial of human remains and includes the placing of human remains in a Lot.

Commented [FD3]: Added as interment is used throughout By-law an must include entombment in niche and scattering

~~4.14.1.12.~~ Interment Right: The right to require or direct the interment of human remains or cremated human remains in a ~~grave~~Grave, ~~lot~~Lot, ~~niche~~Niche and direct the associated memorialization. Cemetery operators do not sell the land but sell rights to be buried in a ~~grave~~Grave or ~~lot~~Lot.

~~4.12.1.13.~~ Interment Rights Certificate: The document issued by the Cemetery to the purchaser once the ~~interment~~Interment rights ~~Rights~~ have been paid in full, identifying ownership of the ~~interment~~Interment rights ~~Rights~~.

~~4.13.1.14.~~ Interment Rights Holder: means the person who holds the Interment Rights with respect to a Plot whether the person be the purchaser of the rights, the person named in the certificate of interment or such other person to whom the Interment Rights have been assigned ~~Any person designated to hold the right to inter human remains in a specified lot.~~

Commented [FD4]: Defined in FBCSA

~~4.14.1.15.~~ Lot: For the purposes of these By-Laws a lot is an area of land in the cemetery containing, or set aside to contain, interred human remains and includes a tomb, crypt or compartment in a mausoleum and a niche or compartment in a columbarium and any other similar facility or receptacle ~~a single grave space.~~

Commented [FD5]: Definition aligned with FBCSA. A lot is an individual space.

~~4.15.1.16.~~ Marker: Shall mean any permanent memorial structure that is set flush and level with the ground, and used to mark the location of a ~~burial~~Burial ~~lot~~Lot.

~~4.16.1.17.~~ Monument: Any permanent memorial projecting above the ground installed within the designated space to mark the location of a ~~burial~~Burial or ~~lot~~Lot.

~~4.17.1.18.~~ Niche: An individual compartment in a ~~columbarium~~Columbarium for the entombment of cremated human remains.

~~4.18.1.19.~~ Plot: For the purposes of these ~~by~~By-laws, a plot is a parcel of land, containing multiple lots ~~one or more lots sold as a unit under a single contract.~~

Commented [FD6]: A Plot is a sales unit referring to ne contract with one or more lots.

Schedule “B”

2. GENERAL INFORMATION

2.1. Hours of Operation:

- 2.1.1. Visitation Hours: Sunrise to Sunset
- 2.1.2. Office Hours: Monday-Friday 8:30 a.m. to 4:30 p.m.
- 2.1.3. Burial Hours: Monday-Friday 8:30 a.m. to 4:30 p.m. and Saturday 9:00 a.m. to ~~12:00 noon~~ 11:30 a.m., no interments are to take place on a Statutory Holiday

Commented [FD7]: To allow staff to finish at noon.

2.2. General Conduct:

- 2.2.1. The ~~cemetery~~ Cemetery reserves full control over the cemetery operations and management of land within the ~~cemetery~~ Cemetery grounds.
- 2.2.2. No person may damage, destroy, remove or deface any property within the Cemetery.
- 2.2.3. All visitors should conduct themselves in a quiet manner that shall not disturb ~~any service being held~~ the decorum of the Cemetery.

Commented [FD8]: Keep peace not just during services

2.3. By Law Amendments:

- 2.3.1. The cemetery shall be governed by these ~~bylaws~~ By-laws, and all procedures will comply with the ~~Funeral Burial & Cremation Services Act, 2002 and Ontario Regulation 30/11 Act~~, which may be amended periodically.
- 2.3.2. All ~~by~~ By-law amendments must be:
 - a) published once in a newspaper with general circulation in the locality in which the cemetery is located;
 - b) conspicuously posted on a sign at the entrance of the cemetery; and
 - c) delivered to each supplier of ~~markers~~ Markers who has delivered a ~~marker~~ Marker to the cemetery during the previous year, if the ~~by~~ By-law or ~~by~~ By-law amendment pertains to ~~markers~~ Markers or their installation.
- 2.3.3. All ~~by~~ By-laws and ~~by~~ By-law amendments are subject to the approval of the Registrar, Funeral, Burial and Cremation Services Act, (2002), Bereavement Authority of Ontario.

Commented [FD9]: This clause, although in the BAO sample By-law, is not needed as By-law revision and approval is legislated by the FBCSA. It may be left in but is redundant and subject to conflict if regs change in future. The Act takes precedence.

Commented [FD10]: FBCSA is defined in Definitions

2.4. Liability:

The ~~cemetery~~ Cemetery ~~operator~~ Operator will not be held liable for any loss or damage, without limitation (including damage by the elements, Acts of God, or vandals) to, any ~~lot~~ Lot, ~~columbarium~~ Columbarium ~~niche~~ Niche, ~~monument~~ Monument, ~~marker~~ Marker, or other article that has been placed in relation to an interment and except for direct loss or damage caused by gross negligence of the ~~cemetery~~ Cemetery.

2.5. Public Register:

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

2.6. Pets or Other Animals:

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

2.6.2. Pets must be leashed and be kept on roads while on Cemetery property. Pet owners must clean up after their animals.

2.7. Right to Re-Survey:

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

2.8. Notice of Resale and Transfer of Interment Rights:

2.8.1. The ~~cemetery~~Cemetery ~~operator~~Operator prohibits the resale of ~~interment~~Interment rights-Rights to a third party and will repurchase these rights at the price listed on the current price list. The Cemetery Operator is not required to repurchase unused ~~interment~~Interment rights-Rights in a plot (more than one grave sold under one contract) if one of the ~~interment~~Interment rights-Rights in the plot has been exercised. The transfer of ~~interment~~Interment rights-Rights is not prohibited as long as the purchaser meets the qualifications and requirements as outlined in the ~~cemetery~~Cemetery ~~operator's~~Operator's ~~by~~By-laws.

Commented [FD11]: Plot is multiple lot sales unit

2.8.2. Where the ~~interment~~Interment rights-Rights owner is deceased and the transfer is made within the family, the ~~cemetery~~Cemetery will accept:

2.8.2.1. Notarial Copy and/or Court Certified Copy of the Last Will and Testament or a Certificate of Appointment of Estate Trustee or other evidence sufficient to prove the proper transmission of ownership on death of the rights holder;

Commented [FD12]: Clause is subordinate to 2.82

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

Commented [FD13]: Clause is subordinate to 2.82

2.8.2.3. In cases where the estate is evenly divided, affidavits signed by all family members or beneficiaries approving the transfer to one or more family members shall be accepted by the ~~cemetery~~Cemetery.

Commented [FD14]: Clause is subordinate to 2.82

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

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before effecting same.

- 2.8.4. If a transfer is requested on an old lot where perpetual care was never paid, a Care & Maintenance charge per grave as set out in the Cemetery Price List shall be paid before a Certificate of Interment Rights is issued or any interment made.

Schedule “C”

3. CANCELLATION OR RESALE OF INTERMENT RIGHTS

Purchasers of ~~interment~~ Interment rights-Rights acquire only the right to direct the ~~burial~~ interment of human remains, and the installation of ~~monuments~~ Monuments, markers-Markers and inscriptions, subject to the conditions set out in the ~~cemetery-Cemetery~~ by-laws. In accordance with ~~cemetery-Cemetery~~ by-laws, no ~~burial~~ interment, or installation of any ~~monument~~ Monument, marker-Marker, inscription, or memorialization is permitted until the ~~interment~~ Interment rights-Rights have been paid in full. An ~~interment~~ Interment rights-Rights certificate-Certificate will be issued to the ~~interment~~ Interment rights-Rights holderHolder(s) when payment has been made in full. The purchase of ~~interment~~ Interment rights-Rights is not a purchase of Real Estate or real property.

Commented [FD15]: Includes niches

Commented [FD16]: Includes niches

3.1. Cancellation of Interment Rights within 30 Day Cooling-Off Period:

A purchaser has the right to cancel an ~~interment~~ Interment rights-Rights contract within thirty (30) days of signing the ~~interment~~ Interment rights-Rights contract, by providing written notice of the cancellation to the ~~cemetery-Cemetery~~ operatorOperator. The ~~cemetery-Cemetery~~ operatorOperator will refund all monies paid by the purchaser within thirty (30) days from the date of the request for cancellation.

3.2. Cancellation of Interment Rights after the 30 Day Cooling-Off Period:

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

3.2.2. If any portion of the ~~interment~~ Interment rights-Rights has been exercised, the purchaser, or the ~~interment~~ Interment rights-Rights holderHolder(s) are not entitled to cancel the contract or re-sell the ~~interment~~ Interment rights-Rights.

3.3. Resale of Interment after 30 Day Cooling-Off Period:

3.3.1. Resale of Interment Rights to third party is prohibited.

3.3.2. Unless the ~~interment~~ Interment rights-Rights have been exercised the purchaser retains the right to cancel the contract or re-sell the ~~interment~~ Interment rights-Rights. Once payment for the ~~interment~~ Interment rights-Rights has been made in full, and an ~~interment~~ Interment rights-Rights certificate-Certificate has been issued, the ~~interment~~ Interment rights-Rights holderHolder(s), as recorded on the ~~cemetery-Cemetery~~ records, has right to re-sell the ~~interment~~ Interment rights-Rights. Any resale of the ~~interment~~ Interment rights-Rights.

~~Interment right~~ Right shall be in accordance with the requirements of the ~~cemetery-Cemetery~~ By-Laws and in keeping with the ~~FBGSA~~ Act.

- 3.3.3. If a rights holder(s) wishes to re-sell the interment the rights holder(s) must make the request to the cemetery operator in writing. The cemetery operator will repurchase the ~~interment-Interment rights~~ Rights at the price listed on the ~~cemetery-Cemetery operator's~~ Operator's current price list less the Care & Maintenance Fund contribution made at the time of purchase. The re-purchase and payment to the rights holder requesting the sale must be completed within 30 days of the request.

Commented [FD17]: Do you have this information?

- 3.3.4. The ~~interment-Interment rights~~ Rights holder ~~Holder~~ requesting the resale of the rights must return the ~~interment-Interment rights~~ Rights certificate ~~Certificate~~ to the ~~cemetery-Cemetery operator~~ Operator and the rights holder(s) must endorse the ~~interment-Interment rights~~ Rights certificate ~~Certificate~~, transferring all rights, title and interest back to the ~~cemetery-Cemetery operator~~ Operator. The appropriate paperwork must be completed before the ~~cemetery-Cemetery operator~~ Operator reimburses the rights holder(s).

- 3.3.5. If any portion of the ~~interment-Interment rights~~ Rights has been exercised, the purchaser, or the ~~interment-Interment rights~~ Rights holder ~~Holder~~(s) are not entitled to re-sell the ~~interment-Interment rights~~ Rights.

3.4. Care and Maintenance Fund Contributions:

As required by sections 166 and 168 of Regulation 30/11, a prescribed amount or a percentage of the purchase price of all ~~interment-Interment rights~~ Rights, and a prescribed amount for ~~monuments~~ Monuments and ~~markers~~ Markers is contributed into the ~~care-Care~~ and maintenance-Maintenance fund ~~Fund~~. Income from this fund is used to provide only general care and maintenance of the cemetery.

Contributions to the ~~care-Care~~ and maintenance-Maintenance fund ~~Fund~~ are not refundable except when ~~interment-Interment rights~~ Rights are cancelled within the 30 day cooling off period.

Schedule “D”

4. BURIAL OR CREMATED REMAINS

4.1. Authorization, Information and Documents Required for a Burial:

For each Burial the Purchaser or Rights holder must enter into a Contract.

4.1.1. Written Permission of Interment Rights Holder:

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

Commented [FD18]: Includes niche

4.1.2. Proof of Registration of Death:

A ~~burial~~Burial permit issued by the Registrar General or equivalent document showing that the death has been registered with the province must be provided to the ~~cemetery-Cemetery~~office prior to a ~~burial~~Burial taking place. A Certificate of Cremation must be submitted to the cemetery office prior to the ~~burial~~interment of cremated remains taking place.

Commented [FD19]: Includes niche

4.1.3. Information Required:

In accordance with the ~~FBCSA-Act~~ the purchaser of ~~interment-Interment rights-Rights~~ must enter into a ~~cemetery-Cemetery~~ contract, providing such information as may be required by the ~~cemetery-Cemetery operator-Operator~~ for the completion of the contract and the public register prior to each ~~burial~~interment.

Commented [FD20]: Includes niche

4.2. Payment:

~~Full p~~Payment of all required fees as outlined in the Cemetery fee schedule must be made to the ~~cemetery-Cemetery~~ before a ~~burial~~an interment can take place.

Commented [FD21]: Full payment required

Commented [FD22]: Includes niche and scattering

4.3. Notice Required:

The cemetery shall be given at least 16 business hours of notice for each burial.

Commented [FD23]: Is this still correct?

4.4. Opening and Closing of Interment Rights:

4.4.1. The opening and closing of ~~graves and~~Lots may only be conducted by ~~cemetery-Cemetery~~ staff or those designated to do work on behalf of the cemetery.

Commented [FD24]: Includes niches

4.4.2. Every effort will be made to complete a ~~Burial~~an interment on the assigned day and time. If due to inclement weather conditions, health and safety concerns, or conditions beyond the Cemetery's ~~Control~~control, a ~~Burial~~an interment cannot be made at the scheduled time, the Cemetery reserves the right to establish a temporary set up, and the ~~Burial~~interment shall be completed as soon as possible at a later time.

Commented [FD25]: Includes niche and scattering

Commented [FD26]: Includes niche and scattering

Commented [FD27]: Includes niche

4.4.3. The Cemetery retains the right of passage over every Lot ~~or Grave~~so that

Commented [FD28]: Lot includes Grave

~~cemetery-Cemetery~~ operations may be performed effectively.

4.4.4. The Cemetery retains the right to temporarily relocate a ~~monument-Monument~~ or ~~marker-Marker~~ so that ~~cemetery-Cemetery~~ operations involving the opening and closing of a Lot or Grave may be performed.

4.4.5. The opening of a Lot or Grave for Burial necessitates the temporary mounding of earth on adjacent Graves. The Cemetery reserves the right to determine the location for the temporary mound and will make reasonable efforts to restore adjacent Graves to their original condition as soon as possible following the closing of the Grave.

4.5. Vault:

A vault is mandatory for every ~~burial-Burial~~ with the exception of ~~burials-Burials~~ in the "no vault" section in Division 2. Burials in the "no vault" ~~section~~ shall be interred in the consecutive order of the lots, at the discretion of the operator, for Health & Safety purposes.

4.6. Number of Burials:

4.6.1. A maximum of one ~~(1)~~ casket and ~~up to~~ three ~~(3)~~ cremated remains may be buried in each ~~adult casket lot-Lot~~ unless otherwise specified on the document for the purchase of the Interment Rights. ~~The casket interment (if desired) must be the first interment.~~

4.6.2. Double depth ~~burials-Burials~~ are prohibited except where authorization has previously been granted by the operator in writing.

4.6.3. In ~~the~~ Cremation Division, interments are restricted to two ~~(2)~~ cremation interments per lot.

4.7. Scattering Cremated Remains:

Cremated remains are not permitted to be scattered.

4.8. Requirements for Removal of Caskets, Containers or Cremated Remains:

4.8.1. Human remains may be disinterred from a ~~lot-Lot~~ provided that the written consent (authorization) of the ~~interment-Interment rights-Rights holder-Holder~~ has been received by the ~~cemetery-Cemetery operator-Operator~~ and the prior notification of the ~~medical-Medical officer-Officer~~ of ~~health-Health~~. A certificate from the local ~~medical-Medical officer-Officer~~ of ~~health-Health~~ must be received at the ~~cemetery-Cemetery~~ office before the removal of casketed human remains may take place. A certificate from the local ~~medical-Medical officer-Officer~~ of ~~health-Health~~ is not required for the removal of cremated remains.

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

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4.8.3. The charge for disinterment shall be as set out in the Cemetery Price List.

Schedule “E”

5. MEMORIALIZATION

- 5.1.1. No ~~memorial~~ Memorial or other structure shall be erected or permitted on a ~~lot~~ Lot until all ~~fees and~~ charges as outlined in the Cemetery Price List have been paid in full.
- 5.1.2. No ~~monument~~ Monument, footstone, ~~marker~~ Marker or memorial of any description shall be placed, moved, altered, or removed without permission from the ~~cemetery~~ Cemetery operator Operator.
- 5.1.3. All photographs attached to any memorials or placed within the ~~cemetery~~ Cemetery grounds shall be the sole responsibility of the Interment Rights Holder or his/her designate.
- 5.1.4. Minor scraping of the ~~monument~~ Monument base of an upright ~~monument~~ Monument due to grass/lawn maintenance is considered to be normal wear.
- 5.1.5. The ~~cemetery~~ Cemetery operator Operator will take reasonable precautions to protect the property of ~~interment~~ Interment rights Rights holders Holders, but it assumes no liability for the loss of, or damage to, any ~~monument~~ Monument, ~~marker~~ Marker, or other structure, or part thereof.
- 5.1.6. The ~~cemetery~~ Cemetery operator Operator reserves the right to determine the maximum size, ~~materials comprising, of monuments, their~~ number and ~~their location of~~ Monuments and Markers on each ~~lot~~ Lot or ~~grave~~ Grave. ~~They must not be of a size that would interfere with any future interments.~~
- 5.1.7. All foundations for ~~monuments~~ Monuments and ~~markers~~ Markers shall be built by, or contracted to be built for, the ~~cemetery~~ Cemetery operator Operator at the expense of the ~~interment~~ Interment rights Rights holder Holder.
- 5.1.8. The reinstallation of ~~monuments~~ Monuments and ~~markers~~ Markers originally placed without a foundation that now require a foundation, will be required ~~at the interment~~ Interment rights Rights holder's Holder's expense.
- 5.1.9. Should any ~~monument~~ Monument or ~~marker~~ Marker present a risk to public safety because it has become unstable, the cemetery operator shall do whatever it deems necessary by way of repairing, resetting, or laying down the ~~monument~~ Monument or ~~marker~~ Marker or any other remedy so as to remove the risk.
- 5.1.10. The ~~cemetery~~ Cemetery operator Operator reserves the right to remove at its sole discretion any ~~marker~~ Marker, ~~monument~~ Monument, or inscription which is not in keeping with the dignity and decorum of the ~~cemetery~~ Cemetery as determined by the Cemetery operator Operator.

Commented [FD29]: Dealt with in Monument specs

Commented [FD30]: Great idea but not always possible for old lots

- 5.1.11. A ~~monument~~Monument or other structure shall be erected only after the specific design plans have been approved by the ~~cemetery~~Cemetery operatorOperator including: dimensions, material of structure, construction details, and proposed location.
- 5.1.12. In keeping with the ~~cemetery~~Cemetery byBy-laws only one ~~(1) monument~~Monument shall be erected within the designated space on any ~~adult casket lot~~Plot including multiple Lot Plots.
- 5.1.13. Only one flat ~~marker~~Marker may be placed at the foot of each grave
- 5.1.14. The minimum thickness for flat ~~markers~~Markers including footstones is 4 inches or 10 cm.
- 5.1.15. No upright ~~monuments~~Monuments or flowerbeds are permitted in the Cremation Division. Only flat Markers are permitted.
- 5.1.16. All ~~monuments~~Monuments and ~~markers~~Markers shall be constructed of bronze or natural stone (i.e. granite).
- 5.1.17. No ~~monument~~Monument or ~~marker~~Marker shall be delivered to the ~~cemetery~~Cemetery prior to the "Foundation Order Form" and the appropriate fee(s) being provided to the ~~cemetery~~Cemetery operatorOperator.
- 5.1.18. No ~~monument~~Monument shall be delivered to the ~~cemetery~~Cemetery for installation until the ~~monument~~Monument foundation has been completed, and the interment rights holder(s) and/or ~~marker~~Marker retailer have been notified by the cemetery operator.
- 5.1.19. No ~~monument~~Monument or ~~marker~~Marker foundations shall be installed before (some date) or after October 31.
- 5.1.20. Markers and footstones of bronze or granite are permitted with size and quantity restrictions according to ~~cemetery~~Cemetery byBy-laws and the placement of such memorials shall not interfere with future interments.
- 5.1.21. Where a cremation ~~marker~~Marker (over 172 square inches) is to be installed, a cremation vault is required as a base for the ~~marker~~Marker, instead of a foundation.

5.2. **MAXIMUM MONUMENT/MARKER SIZE**

Single ~~lot~~adult casket Lot maximum width: 38"
Double ~~adult casket lot~~Lot maximum width: 72"
Three-Grave ~~adult casket Lot~~Lot maximum width: 96" excepting a maximum of *
58" in Division 8

Commented [FD31]: When are the first foundations allowed each year?

Commented [FD32]: Height maxima?

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Four-Grave ~~adult casket~~ Lot maximum width: 72"
Cremation ~~lot~~ Lot maximum size: 24" x 24"

Commented [FD33]: What about Child/Infant Lots?

Schedule “F”

6. PERTAINING TO CARE AND PLANTING-GENERAL

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

- Re-levelling and sodding or seeding of Lots
- Maintenance of cemetery roads, sewers and water systems
- Maintenance of perimeter walls and fences
- Maintenance of ~~cemetary~~ Cemetery landscaping
- Maintenance of mausoleum and ~~columbarium~~ Columbarium
- Repairs and general upkeep of ~~cemetary~~ Cemetery maintenance buildings and equipment
- No person other than ~~cemetary~~ Cemetery staff shall remove any sod or in any other way change the surface of the ~~burial lot in the cemetary~~ Cemetery.
- No person shall plant trees, flower beds or shrubs in the ~~cemetary~~ Cemetery
- Flowers placed on a grave for a funeral shall be removed by the ~~cemetary~~ Cemetery staff after a reasonable time to protect the sod and maintain the tidy appearance of the cemetery.

Commented [FD34]: Recommend a specific period (1 month max.)

Schedule “G”

7. PERTAINING TO CARE AND PLANTING-FLOWERS

7.1. Size of Flowerbeds on Graves

The length of the flower bed shall be three feet along the ~~monument~~ Monument and the width shall be 18 inches. If the ~~monument~~ Monument is longer than three feet and a request is received to plant beyond three feet, an extra fee shall be assessed on a proportional basis in accordance with the current price list.

Schedule “H”

8. ITEMS THAT ARE PROHIBITED AND PERMITTED

- 8.1. The ~~cemetery-Cemetery~~ reserves the right to regulate the articles placed on ~~lots-Lots~~ that pose a threat to; the safety of all ~~interment-Interment rights-Rights holdersHolders~~, visitors to the ~~cemetery-Cemetery~~ and ~~cemetery-Cemetery~~ employees, prevents the ~~cemetery-Cemetery~~ from performing general ~~cemetery-Cemetery~~ operations, or are not in keeping with the respect and dignity of the ~~cemetery-Cemetery~~. Prohibited articles will be removed and disposed of without notification.
- 8.2. The ~~cemetery-Cemetery~~ reserves the right to disallow or remove quantities of memorial wreaths or flowers considered to be excessive or unkempt and that diminishes the otherwise tidy appearance of the cemetery.
- 8.3. Memorial wreaths may be placed in the ~~cemetery-Cemetery~~ only between the on or after the 1st of August and must be removed prior to the 15th of April. ~~In order to prepare the grounds for spring, wreaths must be removed prior to April 15th.~~
- 8.4. Wreaths not removed by April 15th will be removed and disposed of by the Cemetery without notification.
- 8.5. Benches, flower urns, trellises, artificial flowers (with the exception of flower saddles placed on headstones, wood or metal stands) are prohibited. Solar lights are permitted within the boundaries of approved flower beds and in flower saddles. Solar lights are not permitted in the grassed areas.

Schedule “I”

9. CONTRACTOR/MONUMENT DEALER

- 9.1. Any contract work to be performed within the ~~cemetery~~Cemetery requires the written pre-approval of the ~~interment~~Interment ~~rights~~ Rights holder Holder and the ~~cemetery~~Cemetery operator Operator before the work may begin. Pre-approval includes but is not limited to: landscaping, delivery of ~~monuments~~Monuments and ~~markers~~Markers, inscriptions, designs, drawings, plans and detailed specifications relating to the work, proof of all applicable government approvals and permits, the location of the work to be performed. It is the responsibility of all contractors to report to the ~~cemetery~~Cemetery office and provide the necessary approvals before commencing work at any location on the ~~cemetery~~Cemetery property.
- 9.2. All ~~cemetery~~Cemetery ~~by~~By-laws apply to all contractors and all work carried out by contractors within the ~~cemetery~~Cemetery grounds.
- 9.3. Contractors, ~~monument~~Monument dealers and suppliers shall not enter the cemetery in the evening, weekends or statutory holidays, unless approval has been granted by the ~~cemetery~~Cemetery operator Operator.
- 9.4. No work will be performed at the ~~cemetery~~Cemetery except during the regular business hours of the ~~cemetery~~Cemetery.
- 9.5. Contractors shall temporarily cease all operations if they are working within 100 metres of a funeral until the conclusion of the service. The ~~cemetery~~Cemetery reserves the right to temporarily cease contractor operations at their sole discretion if the noise of the work being performed by the contractor is deemed to be a disturbance to any funeral or public gathering within the ~~cemetery~~Cemetery.
- 9.6. Contractors, ~~monument~~Monument dealers and suppliers shall lay wooden planks on the ~~burial~~Burial lots Lots and paths over which heavy materials are to be moved in order to protect the surface from damage.

Commented [FD35]: Do you wish to allow off-hour works with approval as per the previous?

Schedule “J”

10. COLUMBARIUM

- 10.1. ~~Payment must be made~~ All required fees as outlined in the Cemetery fee schedule must be paid to the ~~cemetery-Cemetery operator-Operator~~ before an interment may take place.
- 10.2. Two cremation interments are allowed in each ~~niche~~ Niche.
- 10.3. Only the ~~cemetery-Cemetery operator-Operator~~ may open and seal ~~niches-Niches~~ for interments. This applies to the inside sealer and the ~~niche-Niche~~ front.
- 10.4. To ensure quality control, desired uniformity and standard of workmanship, the cemetery reserves the right to regulate ~~niche-Niche~~ inscription fronts or install all lettering, vases, adornments, or any other approved attachment.
- 10.5. No person other than ~~cemetery-Cemetery~~ staff shall remove or alter ~~niche-Niche~~ fronts.