



The Bylaws of the Queensville Cemetery

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Preface

The Queensville Cemetery Company was formed by the first meeting being called on the seventh day of August in the year of our Lord, 1874.

The Queensville Cemetery Board of Trustees, in the discharge of their responsibilities, appeal to the public to aid them in the following of these By-laws, which have been adopted for the improvement and upkeep of the Cemetery, to keep it a beautiful and respectful place.

The Queensville Cemetery Company is licensed to act as a Cemetery in accordance with the Funeral, Burial, and Cremation Services Act 2002. It is our hope that, by a cooperative effort, we can keep the Cemetery attractive and peaceful.

Administration

1. The Queensville Cemetery Company reserves full and complete management of the lands, buildings, plantings, roads, utilities, books and records of the Cemetery and complete authority to administer these By-laws.
2. All monies are used exclusively for the maintenance, improvement, and to insure inventory for the continued vitality of the Cemetery.
3. Management and direction are in trusted to an appointed or elected Board of Trustees (hereinafter known as the Board) who supervises the care and upkeep done by the appointed Administration.
4. The Board shall meet at least 4 (four) times annually. A meeting will be held on the second Monday of February each year to elect the chairperson for the current year, to consider the Auditor's Report and to elect two Trustees each year for a three year term. If required, other meetings may be called by the Chairman.
5. The Cemetery Administration will record the minutes of all meetings, the resolutions adopted, and have care over all records as well as documents and conduct all correspondence. Cemetery Administration will keep record of all money transactions as they pertain to Cemetery operations.
6. The Cemetery Administration shall have custody, under the Board, of the Cemetery. No interment or removal of bodies shall take place without notice to the Cemetery Administration and will see that a proper burial permit or other certificate, required by law, is furnished to the Cemetery in each instance.
7. The Board distinctly disclaims all responsibility for loss or damage from causes beyond their control and especially from damage caused by the elements, acts of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, accidents, invasion, terrorism, insurrections, riots, or order of any military or civil authority, whether damage be direct or collateral.

Forward

This booklet contains the By-laws of the Queensville Cemetery Co. (hereinafter referred to as “Cemetery”). They have been approved by the Registrar, Ontario Ministry of Consumer Services, Cemeteries Regulation Unit. All of the Cemetery By-laws apply to every form of Interment Right, as far as the nature of the case permits. By-law compliance ensures the safety of our families and employees, as well as the maintenance of proper Cemetery operations.

Glossary of Terms

Board: Duly appointed or elected Board of Trustees for the Queensville Cemetery Company.

Burial: The opening and closing of a Grave(s) or Lot(s) (in ground) for human remains or cremated human remains (including the Scattering of cremated human remains).

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

Care and Maintenance Trust Fund: All Interment Rights are sold in perpetuity. As a requirement under provincial legislation, a portion of the purchase price of each Interment Rights, Scattering of cremated remains, and the prescribed amount payable upon installation of Monuments and Markers, is contributed into an irrevocable trust fund – the Care and Maintenance Trust Fund. Income from the Care and Maintenance Trust Fund is used to provide general care and maintenance of the Cemetery.

Cemetery: Cemetery means the Queensville Cemetery located on parts of Lot 22, Concession 2 of the Town of East Gwillimbury in the Regional Municipality of York.

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

Cremated Remains: Cremated remains are defined as only human cremated remains as pets or any other animal cremated or otherwise cannot be buried, entombed or scattered in the Queensville Cemetery.

Entombment: The opening and closing of a Niche for the placement of cremated human remains.

Grave: Any Interment Right (cremation, child or adult) which permits a Memorial to be set in the Memorial Space, or attached to an adjacent feature wall or allows a Marker in the Marker Space at the foot of the Grave, as defined in the Interment Rights Certificate. (Also refer to Lot definition.)

Interment Right: The right to require or direct the Burial or Entombment of human remains or cremated human remains in a Grave, Lot, Niche, Scattering Ground or Scattering Garden .

Interment Rights Certificate: A document, issued by the Cemetery once Interment Rights have been paid in full, specifying the ownership of the Interment Rights.

Interment Rights Holder: A person(s) holding the right to direct the Burial or Removal of human remains, cremated human remains, and associated memorialization in an Interment Right as registered in the Cemetery records.

Lot: Any Interment Right(s) (cremation, child, or adult) which permits the installation of a Memorial in the Memorial Space or allows a Marker in the Marker Space located at the foot of the Grave. (Also refer to Grave definition)

Marker: A Memorial constructed of bronze or granite, set in the Marker or Monument space location on a Grave(s) or Lot(s) location. A Marker is known as all other Memorial options, not defined as an upright Memorial for a Grave(s) or Lot(s) location. Markers are to be mounted flat in the Memorial Space, except when mounted to a Feature Wall adjacent to the Grave(s) or Lot(s). Markers that exceed 30.48 cm x 45.72 cm (12"x 18") must be placed on a Foundation when placed at the head of a Grave(s) or Lot(s). Foot Markers [not to exceed 30.48 cm x 45.72 cm (12" x 18")] do not require a Foundation and must be place at the foot of the Grave.

Marker Space: Unless otherwise specified on the Interment Rights Certificate, that portion of the Interment Right designated to contain the Marker.

Memorial Space: See Monument Space for definition.

Memorials: All Markers, Monuments, Bronze Plaques, or Columbarium Niche fronts, and any other form used to inscribe the names of individuals buried or interred within the Cemetery.

Monument: An upright (above ground) Memorial, constructed of granite or bronze material, installed within the designated Monuments Space of a Grave(s) or Lot(s).

Monument Base: That portion of the Monument, constructed of granite, and set on the concrete Monument Foundation to provide stability and protection for the Monument Diestone.

Monument Diestone: Those portions of the Monument set on the Monument Base, containing the design and Memorial Inscription.

Monument Foundation: The in-ground concrete Foundation, constructed to exceed the Monument Base, showing a two inch boarder or cutting skirt around the Marker or Monument base, a minimum of 122 cm (48 inches) in depth.

Monument Space: That portion of the Grave(s) or Lot(s) designated to contain the Monument and planting area.

Niche: An individual compartment in a Columbarium for the Entombment of cremated human remains.

Purchaser: The individual purchasing the Interment or Scattering Right, products and/or services. The purchaser does not hold or maintain the right to direct Burials, Entombments, human cremated remains Scattering, or memorialization unless they are registered as the Interment Rights Holder(s) and are so named on the Interment Rights Certificate.

Removal: The Removal of human remains, including cremated human remains, from a closed or sealed Grave, Lot, or Niche.

Repurchase: The Cemetery's obligation to the Interment Rights Holder when an Interment Rights Holder wishes to sell back their Interment Right.

Scattering: The act of spreading or scattering cremated human remains on the surface of land and/or placed on or in the surface soil of a Scattering Ground/Garden.

Scattering Ground/Garden: The Scattering Ground/Garden is an area or garden, within the Cemetery, that is set aside to be used for the Scattering of cremated human remains.

Traditional Burial: The burial of casketed human remains (non-cremation).

1.0 General Information

1.1 Hours of Operation

Cemetery Grounds Visitation Hours: Interment Rights Holders and the general public can visit the Cemetery grounds during daylight hours. The Cemetery is opened at a half hour before sunrise and closes a half hour after sunset.

Office Hours: There are no fixed hours of operation for the Cemetery office. The Cemetery office will be occupied on appointment only basis. The Cemetery voicemail and email are available on a 24 hour 7 (seven) days a week basis. Voicemail and email inquiries will be responded to Monday to Friday between 9:00 am and 4:00 pm on a prioritized basis.

Burial Hours: Burials will be carried out between the hours of 9:00 am and 4:00 pm Monday through Friday. Additional service charges will apply for burials arriving at the Cemetery after 4:00 pm. Special arrangements can be made with the Cemetery office for Burials on Saturdays or holidays, subject to staff availability. Additional charges do apply for burials that require special arrangements outside regular burial hours. Additional charges are laid out and defined in the Cemetery Price List. The Cemetery is closed for burials on Sundays, Christmas Day, New Year's Day and Good Friday.

Decoration Day: Decoration Day is the fourth (4th) Sunday of June.

1.2 Property

Private Property: All cemeteries are privately owned lands. Interment Rights Holders and public visitors enjoy the use of the Cemetery at their own risk and shall be governed by the following:

- **Damage to Property:** No one may damage, destroy, remove or deface any property in or belonging to the Cemetery;
- **Vehicles:** Vehicles within the Cemetery shall be driven at a speed less than 25 km/h. At no time shall such vehicles park or drive on the grass. Owners of vehicles will be held liable for any damage caused by their drivers or vehicles;
- **Conduct:** In the sole opinion of the Cemetery, any person whose actions, conduct, behavior, or attire disturbs the decorum of the Cemetery, or who violates these By-laws may be required to leave the Cemetery property;
- **Dogs:** Dogs on leashes, under their owner's control, are permitted in the Cemetery. We ask that all owners respect the sanctity of the Cemetery grounds and pick up after their pets;

- **Photographing, Filming, or Video-Taping:** Photographing, filming, or video- taping of any part of the Cemetery can only take place with the prior approval of the Cemetery. The request to do any such activity must be provided in writing and addressed to the Cemetery Administration for review by the Board. A decision will be handed down by the Board in a duly appointed manner;
 - **Roller Blades, Skate Boards or Similar Devices:** The use of roller blades, skate boards or similar devices is strictly prohibited within the Cemetery grounds;
 - **Snow Boards, Toboggans, Skis, or Similar Devices:** The use of Snow Boards, toboggans, skis, or similar devices is strictly prohibited within the Cemetery grounds;
 - **Bicycles:** To ensure the safety of our employees and visitors to the Cemetery, bicycles must be operated in a safe manner that respects the sanctity of the Cemetery and only operated on the Cemetery roads at a speed less than 10 km/h. Bicycle racing is strictly prohibited;
 - **Snowmobiles and All-Terrain Vehicles:** The use of snowmobiles and all-terrain vehicles are strictly prohibited within the Cemetery property. Any motor vehicle that is not licensed under the Highway Traffic Act and appropriately insured is prohibited. All vehicular traffic, of any sort, is to be confined to the roads within the Cemetery. Any off road travel with a vehicle, unless authorized by the Cemetery, is prohibited. The above does not apply to devices or vehicles designed to help anyone who requires assisted mobility to visit the Cemetery. The Cemetery reserves the right to travel anywhere and to use whatever equipment it deems necessary to maintain the Cemetery, in accordance with proper health and safety practices;
 - **Pedestrians:** Pedestrian traffic need to be aware that the Cemetery roadways are not to be assumed safe for jogging or running. Every safety precaution needs to be observed that apply to all remote roads and walkways. During winter, snow and icy conditions, roadways are not monitored or maintained for winter pedestrian traffic. All who enter the Cemetery do so at their own risk;
 - **Roadways during Winter Months:** Cemetery roadways during the winter may not allow access to the Cemetery or certain areas of the Cemetery. Extreme caution is required to insure that all vehicles that enter the Cemetery during winter snow and ice conditions have the appropriate traction standards to meet these adverse conditions. Due to the nature of the hills and slopes in the Cemetery, visitation may not be possible during winter snow and ice conditions. All who enter the Cemetery do so at their own risk.
- 1.3 Liability for Loss or Damage:** The Cemetery assumes no liability or responsibility for the loss of, or damage to, any Grave, Lot, Scattering Ground/Garden, Columbarium Niche, Monument, Marker, or article that may be placed on a Interment

Right save and except the following. The Cemetery only assumes liability if, during the course of performing routine Cemetery operations, the Cemetery or its employees should cause damage to any Grave, Lot, Scattering Ground/Garden, Columbarium Niche, Monument, or Marker. The liability shall be limited to the extent of the damage caused. The Cemetery shall make a reasonable effort to correct the damage. The Cemetery is not responsible for loss or damage from any cause beyond its control, whether the damage be direct or collateral.

- 1.4 Public Access to Information:** The Cemetery is committed to protecting the privacy of its Interment Rights Holders. We collect, use and disclose information as required by governing federal and provincial legislation. We do not rent, sell or trade personal information lists. Individuals may request their personal information, in writing, at any time to ensure that it is correct and current or to edit it. Provincial legislation requires all Ontario cemeteries to maintain a public register that is available to the public that is available during regular office hours. Regular office hours are limited to a by-appointment basis during regular Cemetery service hours, as noted in Section 1.1.
- 1.5 Changes in By-laws:** The Cemetery may, from time to time, change the By-laws in order to best serve the interests of the Cemetery and the Interment Rights Holders. A public notice indicating pending changes will be posted at the entrance to the Cemetery and placed in the local newspaper. All changes to the By-laws are subject to the approval of the Registrar, Cemetery Regulations Unit, Ministry of Government Services.
- 1.6 Right to Resurvey:** The Cemetery expressly reserves the following rights and privileges to be exercised, from time to time, in accordance with any governing Provincial legislation in effect at the time:
- i.** To resurvey, enlarge, construct a building or structure, alter and/or diminish all or any portion of the Cemetery;
 - ii.** To lay out, establish, close, eliminate, or otherwise modify or change the location of roads, walks or drives;
 - iii.** To create or remove easements, right of ways over and through all of the Cemetery premises for the purpose of installing, maintaining, or operating utility or communication lines, drains, irrigation systems or for any other Cemetery purpose provided that no burials or sale of Interment Rights have taken place in these areas;
 - iv.** No easement or right of interment is granted to any Interment Rights Holder in any road, drive or walk within the Cemetery, but such road, drive or walk may be used as a means of access to the Cemetery as long as the Cemetery devotes such road, drive or walk to that purpose.

1.7 The Cemetery Reserves the Right:

- The Cemetery reserves the right to correct any error that the Cemetery has made. The Cemetery will make corrections, at no cost to any Interment Rights Holder(s), when the Cemetery is found in error.
- The Cemetery reserves the right to have the appointed Administrator to have authority to enforce, interpret and make any ruling deemed necessary to maintain the purpose, intent and spirit of these Bylaws.

2.0 Sales, Repurchases and Transfers of Interment Rights

- 2.1 Ownership of Interment Rights:** Ownership of all Cemetery lands remains vested with the Queensville Cemetery Company at all times. Purchasers of Interment Rights acquire only the right and privilege to direct the Burial of human remains, the installation of Monuments, Markers and Inscriptions, all of which are subject to Cemetery By-laws. Until payment is made in full, no Burial, Entombment, Scattering, Monument, Marker, Inscription, or Memorialization is permitted. An Interment Rights Certificate is issued to the Interment Rights Holder(s) when payment in full is made.
- 2.2 Limitation of Grave or Niche Purchases:** The Cemetery reserves the right to limit multiple grave purchases under any one named Interment Rights Holder. Large purchases will be limited to 8 (eight) Graves and/or Niche spaces per Interment Rights Holder. The Cemetery may require Grave or Niche space to be allocated to specific individuals and to be recorded and filed with the Cemetery. Any purchases in excess of 8 (eight) Graves and/or Niches will require approval by the Board. The Cemetery does not sell Interment Rights to faith groups, companies, organizations or associations.
- 2.3 Cancellation of Interment Rights within 30 Days:** Within 30 days of signing the Interment or Scattering Rights Contract, the Purchaser may cancel the Contract by providing written notice of cancellation to the Cemetery office, in accordance with the Cemetery By-laws. Cancellation will not be available after an Interment Right(s) has been exercised.

Upon receiving written notice of cancellation from the Purchaser or the Interment Rights Holder(s), the Cemetery will cancel the Contract and issue a refund to the Purchaser or Interment Rights Holder(s) for the full amount paid to the time of cancellation, within 30 days from receipt of the written notice of cancellation. If the

Interment Rights Certificate has been issued to the Interment Rights Holder(s), the Certificate must be returned to the Cemetery along with the written notice of cancellation.

Once payment for the Interment Right has been made in full and the 30 day refund period has expired, the Purchaser relinquishes their right to cancel the Contract.

- 2.4 Repurchase of Interment Right after 30 Days:** Once the contract for the Interment Right has been paid in full, and an Interment Rights Certificate has been issued, the Interment Rights Holder(s), as recorded on the Cemetery records, assume(s) the right to sell the Interment Right back to the Cemetery. Any repurchase of the Interment Rights shall be in accordance with the requirements under the Funeral, Burial and Cremation Services Act, 2002, Ontario Regulations (30/11) and the Cemetery By-laws.

The Cemetery does not allow the public sale of Interment Rights. Any repurchase of an Interment Right must come back to the Cemetery. The Cemetery will repurchase Interment Rights if the Interment Rights have not been exercised. The Interment Right is determined by the burial spaces purchased and recorded on the Interment Rights Certificate at the time of the original purchase. The Cemetery will pay to the original Rightsholder or the Legal Representative the market value recorded on the Cemetery's Current Price List less the amount paid into the Cemetery's Care and Maintenance Trust Fund. The Repurchase is subject to an Administration Fee noted on the Cemetery Price List.

- 2.5 Repurchase of an Interment Right if Utilized:** The Cemetery will not repurchase any Interment Right that has been exercised.
- 2.6 Subdivision of an Interment Right:** Interment Rights Holder(s) are not entitled to subdivide an Interment Right. An Interment Right is determined by the burial spaces purchased at the time of the original transaction.
- 2.7 Care and Maintenance Trust Fund:** As a requirement under provincial legislation, a portion of the purchase price of all Interment Rights, a portion of the cremated remains Scattering fee and a prescribed amount for Monuments and Markers is contributed into an irrevocable fund; the Care and Maintenance Trust Fund. Income is used to provide general care and maintenance of the Cemetery. Contributions to the Care and Maintenance Trust Fund are not refundable.
- 2.8 Arrears:** The repurchase of Interment Right may be made only after the Interment Rights have been paid in full and any arrears associated with them are also paid in full.

2.9 Information and Documentation Required for the Cemetery to Repurchase a Non-Utilized Interment Right: The following information and documentation is required to be filed with the Cemetery office before an Interment Rights Holder(s) is entitled to sell back to the Cemetery a non-utilized Interment Right:

- a) The Interment Rights Holder(s) Endorsement of Repurchase document must be obtained from the Cemetery office and completed.
- b) The Interment Rights Holder(s) Endorsement of Repurchase document and the original Interment Rights Certificate must be returned to the Cemetery office. Should the Interment Rights Holder not be able to produce the original Interment Rights Certificate the Cemetery office may require the Interment Rights Holder to provide an affidavit stating that the original Interment Rights Certificate is considered lost or destroyed.
- c) Following completion of the documentation and procedures listed above, the repurchase of the Interment Rights shall be considered final in accordance with the Funeral, Burial and Cremation Services Act, 2002, Ontario Regulation 30/11, and the Cemetery By-laws.

2.10 Transfer of Interment Right: The Transfer of Interment Right is permissible at the written request of the Interment Rights Holder(s) or the Legal Representative(s). The following documentation is required: the original Interment Rights Certificate and a completed Interment Rights Holder(s) Transfer Form. Both the old and new Interment Rights Holders must come to the Cemetery office to have all documentation verified. The new Interment Rights Holder will be given a copy of the Cemetery By-laws and issued a new Interment Rights Certificate. The Transfer is subject to an Administration Fee noted on the Cemetery Price List

3.0 Burials (Traditional or Cremation) and Scattering of Cremated Remains

3.1 Authorization, Information and Documents required for a Burial or Scattering of Cremated Remains: For each Burial or Entombment of human remains, or each Scattering of cremated human remains, the Purchaser or Interment Rights Holder(s) must enter into a Contract, providing such information as may be required by the Cemetery, for the completion of the Contract and the public register, in accordance with provincial legislation.

Written Permission of Interment Rights Holder(s): Interment Rights Holder(s) may be required to visit the Cemetery office and provide written direction and authorization prior to a Burial, Scattering or Entombment taking place. Should the

Interment Rights Holder(s) be the deceased, direction must be provided in writing by the next of kin or estate executor.

Proof of Registration of Death: A Burial permit issued by the Registrar General or equivalent document showing that the death has been registered, must be provided to the Cemetery office on the day of the Burial. A Certificate of Cremation must be submitted to the Cemetery office before a Burial or Scattering of cremated remains may take place.

Payment: Payment must be made to the Cemetery before a Burial may take place. Each Burial, Entombment or Scattering must pay a prescribed fee as laid out in the Cemetery Price List. The comingling of cremated remains in a companion urn does not exempt a purchaser from the prescribed fees that apply to each Burial or Entombment. A companion Urn/Urn Vault that contains the cremated remains that represent two or more individuals will be charged interment fees as laid out in the Cemetery Price List. (Example – Two individual cremated remains in a companion urn will require two interment fees)

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

- 3.2 Notice Required:** The Cemetery office shall be given a minimum of forty-eight (48) hours or two (2) business days' notice for each Burial or Scattering of cremated human remains.
- 3.3 Exercise (Opening and Closing) of Interment Rights:** Graves and Lots shall be opened and closed only by the Cemetery. To ensure safe conditions are maintained at all times, families wishing to witness the closing of a Grave(s) or Lot(s) shall remain a minimum of 10 meters from the open Grave.

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

The Cemetery has areas that offer rolling slopes and these slopes can pose health and safety risks for Burials in winter conditions. The occasion may arise that a burial may be postponed until weather permits. Winter burials are not to be assumed, and will be performed on a case by case basis. Winter storage of a casket will be provided, in such instances, at no charge.

The Cemetery retains the right of passage over every Grave(s) or Lot(s) so that Cemetery operations may be performed effectively.

The Cemetery retains the right to temporarily relocate a Monument or Marker so that regular Cemetery operations including Foundation installation and the opening and closing of a Grave(s) or Lot(s) may be performed.

The opening of a Grave(s) or Lot(s) 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. The Cemetery assumes no liability for articles, borders or plantings on an adjacent Grave(s). Circumstances beyond the Cemetery`s control frequently occur to an adjacent Grave(s) while excavating for burial.

Funeral flowers, delivered to the Cemetery at the time of Burial, will remain on the Grave(s) or Lot(s) for a minimum of five (5) days, will be removed at any time thereafter and disposed of by the Cemetery.

- 3.4 Number of Burials:** A maximum of four (4) burials of cremated remains or two (2) traditional burials and two (2) cremated remains or (1) traditional burial and (2) cremated remains may be buried in each Grave unless otherwise specified on the Interment Rights Certificate document for the purchase of the Interment Rights. Where two traditional burials are to be interred in the same Grave, the first burial will be buried at extra depth. No Grave shall exceed four (4) burials. No Grave shall exceed two (2) traditional burials.

Cremation Lots or Graves are located in a designated area within the Cemetery. Cremation Lots or Graves are sold on an individual basis. A Purchaser may purchase multiple Cremation Lots or Graves but each Grave or Lot is designed to hold one human cremated remains. No cremation Grave or Lot may contain more than one cremated remains. No niche space may contain more than two cremated remains.

All By-Laws to Memorial options must be adhered to. There are areas in the Cemetery that have restrictions concerning burials and memorialization.

- 3.5 Closed Caskets or Containers:** Remains must be delivered to the Cemetery for Burial in a closed casket or container. Under no circumstances may the Cemetery Administration open or close a casket or container.

In the case of cremated remains, these remains must be delivered to the Cemetery for Burial in a closed cremation urn or container. The cremated remains will be buried in such cremation urn or container, or, at the written direction of the Interment Rights Holder(s), removed from the cremation urn or container and placed in a shallow excavation for the burial within the Interment Right. Where applicable the Interment Rights Holder(s) or person authorizing a Scattering will be responsible to provide the Cemetery with any identification disc or tag that accompanies cremated remains before Scattering or immediately at the time of Scattering cremated remains.

- 3.6 Outer Containers:** It is in the opinion of the Cemetery that an outer container be used when the Burial of a casket is taking place, however; caskets or urns may be interred without an outer container in designated areas. There may be service charges that apply to the use of an outer container. A grass and lowering devise charge will apply to burials that have no outer container at the time of burial. If there is any intent to disinter any form of Burial, casket or urn, then an outer container will be required. Please see the Cemetery Price List for details.
- 3.7 Scattering Cremated Remains:** Cremated remains may be Scattered in a designated Scattering Ground/Garden within the Cemetery. Cremated remains are not permitted to be scattered on an Interment Right. A Scattering Authorization Form and payment of the required Scattering fee must be completed at the Cemetery office before the Scattering of cremated remains may take place. A member of the Cemetery staff must perform the Scattering, or be in attendance, when the cremated remains are scattered within the designated Scattering Ground/Garden.
- 3.8 Burial Restrictions to Monument Entombments:** Under no circumstances may any cremated remains be entombed in a Monument, Monument Bench or any other structure within the Cemetery. Entombments that take place within a structure must be constructed and owned by the Cemetery for the purpose of cremation interment.
- 3.9 Retrieval of Buried Cremated Remains:** The retrieval of cremated remains buried in a Grave(s) or Lot(s) cannot be guaranteed.
- 3.10 Retrieval of Scattered Cremated Remains:** The process of Scattering of cremated remains is permanent and forever, therefore scattered cremated remains cannot be retrieved.
- 3.11 Requirements for Removal of Caskets, Containers or Cremated Remains:** Human remains may be removed from a Grave(s) or Lot(s) provided that the written consent of the Interment Rights Holder(s) is received by the Cemetery.

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

Removals may also be ordered by certain public officials without the consent of the Interment Rights Holder(s) and/or next-of-kin.

Removals from “Triple Depth” pose a safety hazard and will not be permitted.

The Cemetery will not be responsible for damage to any casket or container which occurs during the course of the removal. A new casket or container may be required to facilitate a removal for which an additional charge will apply.

The Cemetery will not be responsible for damage to any cremation urn or cremation outer container which occurs during the course of the removal. Due to the length of time a cremation urn has been buried and/or the conditions to which it has been exposed, the Cemetery cannot guarantee that it can retrieve a cremation urn or cremation container buried in a Grave(s) or Lot(s). The condition of any cremation urn or cremation container disinterred may be unstable, in which case, a replacement urn may be required at the expense of the party authorizing the removal.

Removals will be completed at a day and time designated by the Cemetery.

The Cemetery may require any casket, outer container, cremation urn or cremation outer container that has been replaced to be removed from the Cemetery for disposal. All costs shall be assumed by the party authorizing the removal.

Under no circumstances may a used casket be directed to a crematorium for disposal. If Interment Rights are sold back to the Cemetery, any Monuments or Markers are to be removed before the transfer can be completed. The cost for the removal of the Memorials and Foundations shall be paid by the individual(s) authorizing the transfer.

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

- 3.12 Contagious Diseases:** It is a legal requirement that the Cemetery be notified that a death is a result of a contagious disease(s), prior to arrangements being made for the Burial. In the event that a contagious disease(s) has been confirmed, the Cemetery reserves the right to adhere to recognized Health and Safety practices. The Cemetery may designate the hour and manner in which such Burials may be made.

The human remains of a person(s) who have died from a contagious disease(s) may be removed only with the consent of the local medical officer of health or other public officials having authority.

Human remains of persons who have died from a contagious disease(s) will not be accepted for temporary storage.

- 3.13 Pets or Other Animals:** Only human remains shall be Buried, Entombed or Scattering in the Cemetery.

4.0 Memorialization

(A) General

- 4.1 Unstable Memorials:** Should any Memorial present a risk to public safety because it has deteriorated to the point of becoming unstable, the Cemetery shall do whatever it deems necessary by way of repairing, resetting, or laying down the Memorial or any other remedy so as to remove the risk.
- 4.2 Removal of Memorials:** The Cemetery may remove a Marker and/or Monument from any Grave(s) or Lot(s), or an Inscription from a Columbarium Niche if payment of the Contract for the Marker, Monument, Foundation or Inscription is in default. Markers, Monuments, Foundations or Inscriptions purchased by anyone other than the Interment Rights Holder(s) may be removed by the Cemetery upon the written request of the Interment Rights Holder(s). The Cemetery reserves the right to remove, at its sole discretion, any Marker, Monument, or Inscription which is not in keeping with the dignity and decorum of the Cemetery.
- 4.3 Moving Corner Stone Posts or Number Markers:** Only the Cemetery or person(s) authorized by the Cemetery may move or remove Corner Stone Posts or Number Markers.
- 4.4 Requirements to Place an Inscription on a Memorial:** The Cemetery requires the written consent of the Interment Rights Holder(s) and an order form detailing the Inscription to be placed on the Memorial prior to the placement of the Inscription. Only Inscriptions which, at the sole discretion of the Cemetery, are in keeping with the dignity and decorum of the Cemetery, will be permitted.

- 4.5 Inscription Rights on Memorials owned by the Cemetery:** Inscription rights vary according to location, design and material. To ensure quality control, consistency and integrity of design, Inscriptions on Memorials owned by the Cemetery must be approved and placed by the Cemetery. Please consult the Cemetery office for additional information.
- 4.6 Installation of Memorials:** Only the Cemetery may install Markers, Monument Foundations, bronze bases or lanterns that are set in the ground.
- 4.7 Inscriptions on the back of Monuments:** The Cemetery reserves the right to refuse any Monument/Memorial that has an Inscription on the back of the Monument/Memorial. Inscriptions on the back of a Monument/Memorial pose a challenge to the adjacent Interment Rights Holder(s) as it may give the appearance of a compromise to their Interment Right (i.e. an unauthorized burial has taken place within their Interment Right). If the Interment Rights are owned by the same Interment Rights Holder(s) adjacent to the Memorial (at the back of the Monument) then a memorialization maybe accepted on the back of a Monument/Memorial. Any Interment Rights Holder(s) that seeks to place an Inscription on the back of a Monument/Memorial must have the preapproval of the Cemetery before ordering that Inscription.
- 4.8 Memorial Benches:** The Cemetery has options to place Memorial Benches (hereinafter known as the Bench) in the Cemetery. The Bench must be made of granite, purchased and approved through the Cemetery office. Any Bench that is placed in the Cemetery will be received by the Cemetery as a donation to the Cemetery. The Bench may be placed in the memory of an individual but will not be allowed to be placed as a Monument with dates being inscribed on the Bench. All Benches will be placed at the sole discretion of the Cemetery and once placed it is understood to be the property of the Cemetery, for the benefit and use for all who visit. The location of the Bench will be at the sole discretion of the Cemetery. All Benches must be placed on a Foundation, installed by the Cemetery, at the expense of the one who requests the Bench. The Cemetery Price List includes the costs for the Benches, complete with Foundation.

(B) Monuments

- 4.9** For the purpose of the regulations, a Monument shall be understood to mean any permanent Memorial placed at the head end of the lot on a permanent Foundation. It is understood that the head end of the lot is at the west end of the lot.

- 4.10** Minor scraping of the base portion of the Monuments due to the turf mowing operation is considered, by the Cemetery, to be normal wear. Any Monument/Marker that protrudes from the ground will show minor chips and scraping from turf mowing procedures and this is considered normal.
- 4.11** The Cemetery will take reasonable precautions to protect the property of Interment Rights Holder(s), but it assumes no liability for the loss of, or damage to any Monument/Marker, or part thereof except where such damage or loss is due to its negligence.
- 4.12** The Cemetery assumes no liability for maintenance, loss or damages to Corner Stone Posts or Markers. It is not possible to ensure the condition or position of these Markers.
- 4.13** The Cemetery reserves the right to determine the maximum size of Monuments, their number and their location on each Lot(s), Plot(s) or Grave(s). They must not be of a size that would interfere with any future Interments. All Memorials, of any kind, placed at the head of a Lot(s) must be on a Foundation with a minimum depth of 121.92 cm (48 inches).
- 4.14** Only one Monument may be erected on a single Lot or Grave.
- 4.15** Monument(s), including base, shall not exceed the following dimensions:
- a. Single lot:
 - i. Height 121.92 cm (48 inches) overall height
 - ii. Width 91.44 cm (36 inches)
 - b. Two grave lot (one Monument):
 - i. Height 121.92 cm (48 inches) overall height
 - ii. Width 1.93 meters (76 inches)
 - c. Four or Six grave lot (one Monument every two graves):
 - i. Height 121.92 cm (48 inches) overall height
 - ii. Width 1.93 meters (76 inches)
 - d. A Monument/Memorial may be centered over more Graves than two (2):
 - i. Height 121.92 cm (48 inches) overall height
 - ii. Width 1.93 meters (76 inches)
 - e. Monument Bases - Monument bases must not exceed 45.72 cm (18 inches) in depth (the area measured from the top of the head of the Grave or Lot extending downward toward the foot end of the Interment Rights).
- 4.16** The minimum thickness of a Die shall be 20.50 cm (8 inches). Should the Monument exceed 106.68 cm (42 inches) overall height, the die must be 25.40 cm (10 inches) in thickness. This is necessary to meet minimum safety requirements.

- 4.17** The Dies Stones must be installed on a granite base. The height of the base shall be a minimum of 20.3 cm (8 inches). The top surface of the base must be both wider and longer than the die in order to provide a minimum border of 7.6 cm (3 inches) of the top surface of the base exposed on all sides. Bottoms of all bases shall be smooth sawn. All bases must have a minimum 15.2 cm (6 inches) rock edge boarder on all four sides with the exception of the front where a chamfer may be allowed for Inscription purposes. This alteration to the base must be noted when Monument installation order is placed with the Cemetery. All other regulations must be observed.
- 4.18** Monuments cannot be placed “back-to-back” against one another.
- 4.19** Monuments must be placed at the center of the head end of the Lot or Grave except where alignment with existing nearby Monuments justifies another location. Approval of the location must be obtained from the Cemetery Administration before a Monument is set.
- 4.20** Flat, Book or Pillow Markers, placed at the head of the lot, must have a Foundation with a minimum depth of 121.92 cm (48 inches). Markers 30.48 cm x 45.72 cm (12’ x 18”) and under do not require a Foundation.
- 4.21** All photographs attached to any Memorials or placed within the Cemetery grounds shall be the sole responsibility of the Interment Rights Holder.
- 4.22** All Foundations for Monuments and Markers shall be built by the Cemetery, at the expense of the Interment Rights Holder(s). See Cemetery Price List.
- 4.23** The charges for the construction of Foundations are set forth in the Cemetery Price List.
- 4.24** No Foundations may be constructed after November 1st in any year or before April 1st in the following year, weather permitting. All Foundation orders, to be constructed before the November 1st deadline, must be received by the Cemetery by October 1st. No Foundation installation can be expected prior to May 7th of any year. It is understood that Foundations will be constructed on a first come first serve basis, weather permitting.
- 4.25** The Foundation shall be built in the designated space and in the proper dimensions that pertain to the Marker or the Monument Base. The dimensions of the Foundation will exceed the overall dimensions of the Marker or Monument base so as to provide a 2 inch cutting skirt. A rule of thumb is that the Foundation surface that is exposed

will be 4 inches larger than the surface of the Marker or Monument base by depth and width. If incorrect dimensions have been given on the application form, signed by the Interment Rights Holder(s) and/or the Supplier, the Foundation must be immediately removed and rebuilt by the Cemetery at the expense of the Interment Rights Holder(s) and/or the Supplier. Foundations will be not less than 121.9 cm (48 inches) deep. The Foundation will be set by and at the Cemetery's direction.

(C) Marker

- 4.26** The Interment Rights Holder(s) may, on the receipt of their Interment Rights Certificate, at their own expense, have granite land marks 15.24 cm (6 inches) square and not less than 7.6 cm (3 inches) deep, dressed (flat) on all sides and bearing suitable identification permanently marked thereon, placed at the corners of the Lot(s) or Grave(s) conveyed to them. Such Corner Stone Posts to be planted flush with the ground. These Corner Stone Posts must be placed by the Cemetery.
- 4.27** Markers will be accepted for installation during regular working hours. If weather and ground conditions permit, installations will be made within 30 days after acceptance. Markers will not be accepted from any Monument dealer, for storage, during the winter months (November 1 to April 1 inclusive).
- 4.28** Markers of bronze or granite are permitted, with size and quantity restrictions, according to the section and the regulations as per the size of lot in that section of the Cemetery. Its placement must not interfere with any future interments. All sides must be dressed smooth. Dimensions as follows:
- a) Single lot maximum – 45.72 cm x 60.96 cm (18" x 24")
 - b) Double lot maximum – 45.72 cm x 121.9 cm (18" x 48")
 - c) Cremation lot maximum – 30.48 cm x 30.48 cm (12" x 12")
 - d) Double cremation lot maximum - 30.48 cm x 45.72 cm (12" x 18")
 - e) Any Marker over 30.48 cm x 45.72 cm (12" x 18") must go on a Foundation at the head of the lot.
- 4.29** Flat Markers are to be flat on top and set level with the ground so that a lawnmower can pass safely over them and shall be set by employees of the Cemetery, at the expense of the Interment Rights Holder(s), upon payment of the fee provided in the Cemetery Price List.
- 4.30** Each Cremation Lot may be marked, on the ground, with a Flat Marker only.
- 4.31** A Marker may be placed at each Lot or Grave in addition to the Monument. The Marker shall be placed at the foot end of the Lot or Grave farthest from the

Monument and shall not exceed 30.48 cm x 45.72 cm (12" x 18"). This space is known as the Foot Marker position.

4.32 The minimum thickness for all Flat Markers, including Footstones, is 10.16 cm (4 inches).

4.33 All Markers and Monuments shall be constructed of bronze or granite. The bottom of all Bases and Markers shall be cut level and true. Bronze markers may be set on a concrete base minimum 10.16 cm (4 inches) thick.

5.0 Care of and Planting on Interment Rights

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

- i. Re-leveling, sodding or seeding of Grave(s) or Lot(s);
- ii. Maintenance of Cemetery roads and water systems;
- iii. Maintenance of perimeter walls and fences;
- iv. Maintenance of columbaria
- v. Repairs and upkeep of Cemetery maintenance buildings and equipment.

To the extent that income from the Memorial Care and Maintenance Trust Fund permits, the Cemetery will stabilize, and secure Markers and Monuments within the Cemetery.

5.2 Planting and Care of Burial Rights: Pruning of dwarf trees, shrubs and the maintenance of flower beds for Graves and Lots is not looked after under the General Care and Maintenance of the Cemetery. Flower bed maintenance, pruning, fertilizing, watering, etc., are the sole responsibility of the Interment Rights Holder(s).

Should plant material become unsightly, neglected, overgrow the Monument, or infringe on an adjacent Grave(s) or Lot(s), the plant material will be removed by the Cemetery, at the expense of the Interment Rights Holder(s).

Interment Rights Holder(s) understand that plant material and/or boarders surrounding a garden may have to be removed to facilitate a Burial. The Cemetery will make a reasonable effort to preserve and restore the disturbed area, but does not

assume any responsibility or liability in this regard. It is understood that disruption to the planting area is an ongoing occurrence with the practice of opening and closing Graves or Lots, as well as performing Memorial Foundation installations within the Cemetery.

Interment Rights Holder(s) wishing to have independent Contractors provide service on their Lot(s) or Grave(s) must provide written authorization for the work to be performed. The Contractor must provide written authorization to the Cemetery office before commencing the work and abide by all Cemetery By-laws and more specifically the Contractor Regulations outlined in Section 8 of the Cemetery By-Laws.

- 5.3 Planting Restrictions on Lots:** Unless otherwise specified on the Interment Rights Certificate, dwarf trees, shrubs and flower beds may be planted in the designated Memorial Space. Plant material should be chosen carefully to ensure that it will not overgrow the perimeter boundaries of the Monument Space. The Cemetery reserves the right to dedicate areas as no planting areas within the Cemetery.
- 5.4 Planting Restrictions on Graves:** Dwarf trees or shrubs are permitted to be planted in the Memorial Space at the head of the Grave or Lot where room allows. If any planting exceeds the Interment Rights Holder(s) Grave(s) or Lot(s), it may be removed and discarded by the Cemetery, without notification.
- 5.5 Size of Flower Beds on Graves:** Flower beds may be installed on an Interment Right(s). Flower beds can be no larger than the width of the Interment Right(s) of any Lot(s) and must not exceed 50.8 cm (20 inches), which includes the border from the base of the Monument out (the Monument and this area is otherwise known as the Memorial space). The flower bed should be centered on the width of the Grave and immediately adjacent to the Monument. If the Grave(s) or Lot(s) does not have a Monument/Memorial then the garden may take in the Memorial Space as well.
- 5.6 Designated No Planting Area:** The Cemetery reserves the right to designate areas as no planting areas within the Cemetery.
- 5.7 Cremation Grave Plantings:** Plantings on Cremation Grave(s) must be limited to the 12” x 12” space at the bottom of the Interment Right(s) on the Cremation Grave(s). The Cremation Grave(s) are limited to have one rod (Shepherd’s Hook) with a Hanging Basket (see Hanging Baskets Section 6.7). All other garden By-Laws apply. No shrubs or trees may be placed on a Cremation Grave(s). No Borders are allowed on Cremation Grave(s) spaces. Any article(s) that pose a concern for regular turf care will be removed and disposed of, without notification. The Cemetery will not be responsible for any article(s) placed on a Cremation Grave(s).

- 5.8 Grading of Lots and Cutting Sod:** Only the Cemetery or Contractors authorized by the Cemetery may cut or remove sod, soil or change the grading of a Grave(s) or Lot(s) or any surrounding area.
- 5.9 Planting Area Boarder:** Planting area may have a boarder placed around the planting area. See section 5.5 for details on Flower Beds on Graves. The Boarder must not exceed the prescribed area and be made of a material (such as concrete or plastic) that can easily and safely withstand grass trimming. No fences or wire boarders will be permitted. Boarders must be placed in the ground without any Foundation under them and must not exceed 10.6 cm (4 inches) above ground. On slopes, the boarder may exceed 10.6 cm (4 inches) above ground but not more than the Monument Base height.
- 5.10 Abandoned Gardens:** If the Cemetery deems a garden unattended to or unsightly, the Cemetery may remove the remains of the garden area and dispose of the material without notification. The Cemetery will restore the garden area to turf conditions, at the expense of the Interment Rights Holder(s).

6.0 Articles Placed on Interment Rights

- 6.1 General:** The Cemetery is committed to supporting a respectful and dignified resting place for the community we serve.

Permitted articles must be placed within the designated planting area of the Lot(s) or Grave(s), as defined in By-laws 5.3 – 5.9 respectively.

The Cemetery reserves the right to regulate the articles placed on Interment Right(s), Lot(s) or Grave(s) that pose a threat to the safety of all Interment Rights Holders, visitors, and Cemetery workers. Articles that prevent the Cemetery from performing general Cemetery operations, or are not in keeping with the dignity and decorum of the Cemetery will be removed and disposed of, without notification. Prohibited articles will also be removed and disposed of, without notification. If a prohibited article is placed on an Interment Right(s), the Cemetery will hold the Interment Rights Holder(s) responsible for any occurrence that may occur as a result of the placement of that article.

To assist Interment Rights Holder(s), the following is a sample of articles that are prohibited from being placed on Lot(s) or Grave(s) within the Cemetery:

- Articles made of hazardous materials such as non-heat resistant glass (excludes glass attached to Monuments), ceramics or corrosive metals;
- Loose stones or sharp objects;
- Trellises or arches;
- Chairs or Benches;
- Wire of any kind, including any type of fencing;
- Glass candles, urns or vases;
- Wooden or steel stakes;
- Any article that can become a projectile as a result of mowing procedures.

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

6.2 Temporary Wooden Crosses: Interment Rights Holders wishing to temporarily place a wooden cross on a Grave(s) or Lot(s) must first visit the Cemetery office and sign a Temporary Wooden Cross Agreement with the Cemetery.

Temporary Wooden Crosses are permitted on Lots or Graves for a maximum period of one year and must be located within the Monument Space. Temporary Wooden Crosses are not permitted on Graves or any form of Grave(s) or Lot(s) if a permanent Monument or Marker exists on the Grave(s) or Lot(s).

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

The following are the maximum and minimum permissible dimensions for Temporary Wooden Crosses:

- i. Maximum overall length 152.4 cm (60 inches);
- ii. Maximum height above the ground 106.68 cm (42 inches);
- iii. Minimum depth below the ground 45.72 cm (18 inches);
- iv. Maximum overall width 53.34 cm (21 inches);
- v. Maximum width of upright shaft and arms 8.89 cm (3.5 inches);
- vi. Minimum thickness of upright shaft and arms 3.18 cm (1.25 inches).

Temporary Wooden Crosses placed on a Grave(s) or Lot(s) without completing the Temporary Wooden Cross Agreement form, that do not conform to the above materials and/or dimensions, or that have been placed on the Grave(s) or Lot(s) for a

period greater than one year, will be removed and disposed of by the Cemetery, without notice.

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

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

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

- 6.4 Garden Borders:** Any garden edging or boarder installed is not to exceed 10.16 cm (4 inches) in height above ground level. Boarders are permitted around the perimeter of a prescribed flower bed as defined in By-laws 5.2 and 5.9, respectively. Boarders must be made of a durable material that can withstand line trimming procedures. No wire boarders and/or fences will be permitted in the Cemetery. Such items will be removed and disposed of by the Cemetery without notification. (see Section 5.9)

- 6.5 Fresh Flowers:** Fresh cut flowers or potted plants must be placed in the designated planting area or in a non-breakable, non-corrosive flower vase adjacent to the Monument/Memorial. Fresh cut flowers and potted plants that have become unsightly and empty flower vases that cannot be turned down into the ground in a receptacle will be removed and disposed of by the Cemetery without notification. Fresh cut flowers are welcome year round.

- 6.6 Artificial Flowers (Arrangements, Wreaths, etc):** Artificial flowers must be placed in the designated planting area or in a non-breakable, non-corrosive flower vase adjacent to the Monument/Memorial. No artificial flower(s), of any kind, are permitted in the Cemetery between April 1st and October 1st of any year. Artificial arrangements such as saddle wreaths (attached to Monument/Memorial) and wreaths (placed on stands or attached to Monument/Memorial) may be placed from Oct 1 to April 1. No artificial flowers, including any and all types of wreaths, may remain in the Cemetery after the April 1 deadline. All artificial flowers, arrangements and wreaths will be removed after April 1 and disposed of, without notification.

- 6.7 Hanging (Fresh) Flower Baskets:** Hanging baskets, containing fresh flowers or plants, on non-corrosive metal rod (also known as a Shepherd's Hook) are permitted on Lot(s) and Grave(s) provided they are adjacent to and over-hanging the front of the Monument/Memorial. Under no circumstances may a hanging basket overhang or infringe on an adjacent Grave(s) or Lot(s). Hanging baskets that become unsightly will be removed and disposed of by the Cemetery without notification. The Cemetery reserves the right to remove any hanging baskets that appear to be in excess in number on a Grave(s) or Lot(s). A rod that is left empty, with no hanging basket, may be removed and discarded by the Cemetery without notification. The Cemetery strongly advises that all rods for hanging flower baskets be removed over the winter months. The Cemetery wants all to be aware that rod removal for Cemetery operations, during the winter months, often results in the destruction of the rod. The Cemetery reserves the right to remove any article that poses a potential hazard to any Monument/Memorial or is of a public health or safety risk. No artificial flowers are allowed from April 1 to October 1.
- 6.8 Responsibility for Articles:** Articles placed on Lot(s), Grave(s), Scattering Ground/Garden(s), or Columbarium Niche(s) are the sole responsibility of the Interment Rights Holder(s). The Cemetery is not responsible for the loss of or damage to any article(s) placed within the Cemetery. Articles placed in a no planting area will be removed and disposed of without notification.
- 6.9 Solar lamps:** Solar lights and lamps may be allowed if they are placed within a garden boarder area next to the Monument/Memorial. Solar lamps must contain no measure of glass material. Solar lamps must be made of a material that poses no health or safety risk should it break. The Cemetery assumes no liability for any solar lamp placed on a Lot(s) or Grave(s). Solar lamps will be removed and disposed of, without notification, if placed in a manner that prevents normal grass cutting procedures. Solar lamps will also be removed if they show any signs of being broken or damaged. The Interment Rights Holder(s) assumes any and all liability for the placement of solar lamps on any Interment Right.
- 6.10 Garden Figurines and Statuaries:** Articles that fall under this category must go into the garden area adjacent to the Monument/Memorial and be within the Memorial Space. These articles must not extend from the ground higher than 40.64 cm (16 inches). These articles must be protected within a properly placed garden boarder. If any article is made of a material that poses any threat to public health and safety or is not in keeping with the decorum of the Cemetery, it will be removed and disposed of without notification. Any article that shows signs of damage will be removed and disposed of without notification. The ongoing Cemetery operations will require moving articles of this nature from time to time and assumes no liability in the handling of these articles.

Articles left on Lot(s) or Grave(s) during the winter months are subject to deterioration and damage, and impede Cemetery operations. It is recommended that Interment Rights Holder(s) remove all articles and tokens of remembrance from the Grave(s) or Lot(s) during the winter months. The Cemetery reserves the right to remove any article that is oversized, unsightly or not in the decorum of the Cemetery. The Cemetery reserves the right to remove any article that presents itself as a Monument/Memorial or does not comply with the By-Laws of the Cemetery and will dispose of such articles without notification.

7.0 Columbarium Niches

- 7.1 Documents Required For Entombment:** Interment Rights Holder(s) may be required to visit the Cemetery office and complete the prescribed Cemetery forms with written direction and authorization prior to an Entombment taking place. Should the Interment Rights Holder(s) be the deceased, direction must be provided in writing by the next of kin or estate executor.
- 7.2 Payment:** Payment must be made to the Cemetery before an Entombment will take place.
- 7.3 Sealing after Entombment:** Only the Cemetery may open and close Niches for Entombments. This applies to the inside panel and the Niche front.
- 7.4 Niche Inscriptions and Adornments on Memorials Owned by the Cemetery:** To ensure quality control, desired uniformity and standard of workmanship, the Cemetery reserves the right to inscribe all Niche fronts or where permitted install all bronze plaques. Any unauthorized adornment or emblem will be removed and disposed of without notification and at the expense of the Interment Rights Holder(s). No persons, other than staff of the Cemetery, shall remove or alter Niche fronts.
- 7.5 Floral Tributes from Funeral Services at the Columbarium:** Floral tributes from services may be placed in a designated area and will be removed and disposed of at the discretion of the Cemetery without notification.
- 7.6 Floral Tributes by Outdoor Niches:** Floral tributes of fresh cut flowers or potted plants are permitted by the Columbarium. They must be left in an unbreakable container. The tributes will be removed by the Cemetery when the tribute becomes unsightly. Once a floral tribute is removed, it will be disposed of without notification. All floral tributes must be left in a manner so as to not block any Memorial adjacent to it. No article, of any nature, is to be placed on the face of the Niche wall, Niche front or on top of Columbarium.

- 7.7 Articles Not Permitted:** The following items shall not be allowed on or in the general vicinity of the Niche: pedestals, urns, candles, vesper lights, articles of a heavy or cumbersome character, and musical greeting cards. This list is not exhaustive and those wishing to leave any item are advised to contact the Cemetery office to have item defined as permitted or prohibited. Prohibited articles will be removed and disposed without notification.

8.0 Contractor

- 8.1 Contractor Preapproval Required Before Commencement of Work:** Any contract work to be performed within the Cemetery requires the written preapproval of the Interment Rights Holder(s) and the Cemetery before the work may begin. Preapproval includes but is not limited to: landscaping, delivery of Monuments and Markers, Inscriptions, designs, drawings, plans and detailed specifications relating to the work, proof of all applicable government approvals and permits, and the location of the work to be performed. It is the responsibility of all Contractors to report to the Cemetery office and provide the necessary approvals before traveling to the Lot(s) or Grave(s) to perform the work.
- 8.2 Permission to Perform Contract Work:** Contractors employed to erect a Monuments/Memorials, structure(s), complete landscaping, or to do any other work in the Cemetery shall report to the Cemetery office and provide to the Cemetery, the written consent of the Interment Rights Holder(s) prior to commencing their work. Such consent shall designate the location of the Interment Right(s) and the work to be performed.

Any Contractor who begins work, within the Cemetery, without first obtaining all proper authorizations, contained herein, will be asked to leave the property.

- 8.3 Compliance with Legislation:** Any person(s), firm(s) or corporation(s) (hereinafter known as the Contractor), performing any work in the Cemetery, must comply with all applicable legislation including and without limitation to: Workers' Safety and Insurance Board, Occupational Health and Safety, Environmental Protection and maintain a General Liability Insurance of not less than \$2,000,000 (hereafter known as Coverage). Such Contractor shall provide written proof of such Coverage at the request of the Cemetery within 72 hours of a written request and prior to commencement of any work within the Cemetery. Should a Contractor not be able to provide written proof of Coverage within the prescribed time limit, said Contractor shall be prohibited from completing any work within the Cemetery until written proof of Coverage has been provided to the Cemetery.

8.4 Cemetery By-laws Application to Contractor(s): All Cemetery By-Laws apply to all Contractors and all work carried out by Contractors within the Cemetery grounds.

8.5 Contractor's Liability: Contractors will conduct their operations as to prevent damage to any grounds, turf, shrubs, trees, flower beds, Monuments/Memorials, Markers, vases, or any other article or natural feature in the Cemetery. Contractors shall lay planks on the Lots, Graves and paths over which heavy materials and equipment are to be moved, in order to prevent damage. Any damage caused by Contractors shall be rectified by the Cemetery at the expense of the Contractors.

8.6 Contractor Hours of Work: Contractors will be permitted to work during the following hours: 8:00 a.m. to 5:00 p.m. Monday through Friday, and 8:00 a.m. to 4:00 p.m. on Saturdays. Contractors are not permitted to work within the Cemetery during evenings, Sundays or Statutory holidays.

Contractors shall temporarily cease all operations if they are working within 100 meters of a funeral, until the conclusion of the service. The Cemetery reserves the right to temporarily cease Contractor operations, at the Cemetery's 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.

8.7 Contractor Attire and Conduct: Contractors performing work within the Cemetery are responsible for their actions, conduct, behavior and attire. Shirts with sleeves, long pants and CSA approved safety footwear and safety helmets must be worn at all times. Contractors who fail to comply with the required attire will be asked to leave the Cemetery grounds. Contractors must also adhere to and comply with the Cemetery's By-laws pertaining to conduct (see Section 1.2).

8.8 Removal of Implements and Rubbish: Contractors working within the Cemetery must remove all implements, equipment and rubbish from the Cemetery at the conclusion of the work or at the end of each work day. All work sites must be secured, for the safety of all visitors and staff in the Cemetery, when left unattended.

8.9 Other: One who is acting on the behalf of Interment Rights Holder(s) with respect to a Grave(s) or Lot(s) for the purpose of upkeep of a Grave(s) or Lot(s) must provide the Cemetery with a letter giving that representative permission to plant, water or maintain the Grave(s) or Lot(s). The representative must adhere to all the By-laws that pertain to the Interment Right(s).