

# *Innisvale*

CEMETERY & CREMATORIUM LTD.

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## **CEMETERY BY-LAWS**

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## ARTICLE 1 DEFINITIONS

1.1 In these by-laws:

"**Act**" means the *Funeral, Burial and Cremation Services Act, 2002*, as amended from time to time.

"**Care and Maintenance Fund**" mean the trust fund established pursuant to the Act and Regulations thereto for the purpose of providing money for the care and maintenance of the Cemetery.

"**Cemetery**" means the cemetery operated by the Company located at 7551 5<sup>th</sup> Sideroad, Innisfil, Ontario.

"**Cemetery Contract**" means the contract for Interment Rights and/or cemetery services entered into between the Company and the purchaser of cemetery services.

"**Columbarium**" means a structure or building, other than a mausoleum, used as a place for the inurnment of cremated remains in individual sealed niches or compartments.

"**Company**" means Innisvale Cemetery and Crematorium Ltd.

"**Contract**" for purposes of these by-laws, all purchasers of interment rights must sign a contract with the cemetery, detailing obligations of both parties and acceptance of the cemetery by-laws.

"**Cremated remains**" means human bone fragments that remain after cremation of a deceased human body.

"**Crypt**" means an individual space in a mausoleum for entombing human remains.

"**Disinterment**" means the removal of a casket or cremated remains from a closed grave, niche, or crypt.

"**Entombment**" means the permanent placement of human remains in a crypt which is then sealed.

"**Grave**" means a space in the ground for burying adult human remains or cremated remains.

"**Human remains**" means a deceased human body but do not include cremated remains.

"**Interment Rights Certificate**" means the certificate or deed issued by the Company to the Interment Rights Holder, once the Interment Rights have been paid in full, of the right to inter human remains in a lot, specifying the ownership of the Interment Rights.

"**Interment Rights**" means the right to require or direct the interment or entombment of human remains or cremated remains in a grave or lot.

**"Interment Rights Holder"** means any person having a right to or an interest in Interment Rights within the Cemetery grounds and shall include the heirs, executors and administrators of the Interment Rights Holder.

**"Inurnment"** means the permanent placement of human cremated remains in a niche which is then sealed.

**"Lots"** means any area in the Cemetery containing, or set aside to contain, human remains or cremated remains and shall include single graves, garden crypts or columbarium niches and shall also include subdivisions of lots.

**"Manager"** means the manager of the Company as appointed by the Company from time to time.

**"Mausoleum"** means a structure or building, other than a columbarium, used as a place for the entombment of human remains in individual sealed crypts or compartments.

**"Ministry"** means the Cemeteries Regulation Unit of the Ministry of Government and Consumer Services.

**"Monument"** means an upright memorial; a **"marker"** means a flat lying memorial.

**"Niche"** means an individual compartment in a columbarium for the inurnment of cremated remains.

**"Registrar"** means the Registrar appointed under the Act.

**"Regulations"** means the *Funeral, Burial and Cremation Services Act, 2002*, O.Reg 30/11, as amended from time to time.

**"Scattering"** means the act of spreading of cremated remains over a designated area within a cemetery with the knowledge and permission of the cemetery operator and in keeping with the cemetery's by-laws.

**"Scattering grounds"** means land within a cemetery set aside for the scattering of cremated human remains.

## **ARTICLE 2 GENERAL INFORMATION**

### **2.1 Change in By-laws**

The Company is governed through these by-laws and the Act.

The Company may from time to time change, modify or repeal these by-laws, or parts thereof, in such manner as will best serve the interests of the property under its care. Where it can be done without detriment to the interests of others, the Company may temporarily suspend or modify any by-laws without affecting their general application or enforcement. All changes to the by-laws are subject to the approval of the Registrar. The by-laws are available to each purchaser and upon request without charge.

If any portion of these by-laws is inconsistent with the Act or the Regulations, the provisions of the Act or the Regulations shall apply, and the validity, legality or enforceability of the remaining provisions of these by-laws shall not in any way be affected or impaired thereby.

### **2.2 Ownership of Cemetery Lands**

Ownership of all cemetery lands remains vested with the Company at all times. The Interment Rights Holder only has the right and privilege to direct the interment of human remains or cremated remains, and the installation of monuments, markers and inscriptions, subject to these by-laws.

### **2.3 Changes to Cemetery Grounds**

The Company may alter the boundaries or grading of any section or portion of the Cemetery from time to time and may modify or change roads, drives and walks. It also reserves the right to lay, maintain, operate, alter and change from time to time lines or gutters for water supply and drainage systems and generally to use the entire property for cemetery purposes with rights of ingress and egress over lots for all purposes for the proper maintenance and care of the Cemetery, subject to the approval of the proper governmental authorities where necessary.

### **2.4 Liability for Loss or Damage**

The Company assumes no liability or responsibility for the loss of, or damage to, any lot, columbarium niche, niche, marker, monument, flowerbed (including border and plant material), shrubs or articles that may be placed on an Interment Right except as noted below.

The Company shall not be responsible for the replanting or replacing of plants, shrubs or trees in the event of their destruction or damage to any plants, shrubs or trees from causes other than negligence on the part of the Company. Its liability, if any, shall be fully satisfied by a reasonable effort to correct same.

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

The Company shall take reasonable precautions to protect the property of the Interment Rights Holders but it assumes no liability or responsibility for the loss of, or damage to any marker, or part thereof, or of any article of any type that may be placed on any lot, grave, crypt or niche. Any articles of remembrance placed on lots are the sole responsibility of the Interment Rights Holder.

## **2.5 Correction of Errors**

The Company reserves the right to correct any errors that may be made in the Cemetery in making interments, disinterments or removals, or in the description, transfer, or conveyance of any interment rights, either by cancelling such conveyance and substituting and conveying in lieu thereof other interment rights of equal value and similar location as far as possible, or by refunding the amount of money paid on account of the said purchase. In the event the error shall involve the interment of the remains of any person in such property, the Interment Rights Holder of said property shall be notified and the error will be corrected. The Company shall also have the right to correct any errors in inscription and, without limiting the generality of the foregoing, the inclusion of an incorrect name or date, either on a memorial or a container for cremated remains.

## **2.6 Notice**

All notices required to be given to Interment Rights Holders may be given personally to the Interment Rights Holders or may be mailed to the Interment Rights Holders or their legal representatives at their last post office address as recorded in the books of the Company.

## **2.7 Fees**

All supplies other than granite markers and monuments must be purchased through the Company. All fees for services, supplies and interment rights are set out in the Company's price list in compliance with the Act. The price list is available without charge upon request.

## **2.8 Care and Maintenance Fund**

The Cemetery is maintained through the use of the Care and Maintenance Fund. All Interment Rights are covered by this plan. A portion of the purchase price of all Interment Rights and a portion of the purchase price of monuments and markers is contributed to the Care and Maintenance Fund. Contributions to the Care and Maintenance Fund are not refundable.

# **ARTICLE 3 SALE AND TRANSFER OF LOTS**

## **3.1 Prices and Terms**

Rights in cremation lots, burial lots, crypts and niches for interment or inurnment shall be sold at such prices and on such terms as may from time to time be fixed by the Company. No monument or marker shall be erected until the Interment Certificate for the lot, crypt or niche has been issued. Payment under the contract shall be applied first to the purchase of the Interment Rights before being applied to the purchase of any other supplies or services.

### **3.2 Installment Plan**

Mausolea Interment Rights may be purchased on an installment plan, provided that a minimum down payment equal to 20% of the purchase price is made.

Grave Interment Rights may be purchased on an installment plan, provided that a minimum down payment equal to 40% of the purchase price is made.

Indoor and Outdoor Niche Interment Rights may be purchased on an installment plan, provided that a minimum down payment equal to 15% of the purchase price is made.

Where sales are made on an installment plan, no interment shall be made therein until the purchase price has been paid in full, in addition to the usual interment charges. No Interment Rights Certificate shall be issued until the purchase price is paid in full.

### **3.3 Service and Supplies**

The purchase of Interment Rights does not include the opening and closing of the lot, niche or crypt. Additional charges shall be incurred based on the supplies or services provided in connection with the interment, inurnment, or entombment in accordance with the Company's price list.

### **3.4 Form of Certificate**

The Interment Rights Certificate shall be in such form as may, from time to time, be adopted by the Company in compliance with the Regulations. The Interment Rights set out in the Interment Rights Certificate are subject to these by-laws and such other regulations as may from time to time be determined by the Company. The Interment Rights Certificate will be mailed to the Interment Rights Holder by regular mail within 2 weeks of the Company receiving payment in full, unless other arrangements are made between the Interment Rights Holder and the Company.

### **3.5 Resale of Interment Rights**

The resale of Interment Rights by the Interment Rights Holder to a third party is permitted, in accordance with the Act and Regulations, before the rights are exercised. No person shall purchase interment rights for the sole or primary purpose of reselling the rights with a view to making a financial gain.

The Interment Rights Holder may not sell rights to a third party for more than the price set out in the Company's then current price list. The original Interment Rights Certificate cannot be transferred but must be returned to the Company.

### **3.6 Notice of Transfers**

No sale or other transfer of Interment Rights shall be binding upon the Company until:

- (a) notice in writing has been given to the Company specifying the name, address and birth date or other description of the proposed transferee and date of transfer;

- (b) the Interment Certificate, fully endorsed by the Interment Rights Holder and the transferee(s), is returned to the Company; and
- (c) payment of a transfer fee has been made in accordance with the Company's price list.

Upon receipt of the required documentation and payment the Company shall amend its records and issue a new Interment Rights Certificate.

No such sale or transfer shall be made until all arrears due for the purchase price have been paid in full.

### **3.7 Proof of Inheritance**

As soon as possible after the death of an Interment Rights Holder, or after the death of any one of the Interment Rights Holders, if the rights are in the name of more than one person, the matter of future ownership and authorizations as to permission for further interments should be taken up with the Manager.

### **3.8 Subdivision of Interment Right**

The Interment Rights Holder may not sub-divide and sell or transfer a portion of the interment rights, except with the prior written consent of the Company.

## **ARTICLE 4 INTERMENTS & SCATTERINGS**

### **4.1 Burial Permits**

A burial permit issued by the appropriate authority showing that the death has been registered must be deposited with the Manager before any interment may take place. Payment must be received for the interment fee as well as for the rights in the space being utilized before any interment may take place.

### **4.2 Written Order from Interment Rights Holder Necessary**

No interment shall be made without the written order of the Interment Rights Holder(s) or the legal representative of the Interment Rights Holder(s) on the interment form delivered to the office of the Company.

### **4.3 Contract Requirement**

If the original Cemetery Contract did not include cemetery service and supplies, prior to interment, the Interment Rights Holder or the personal representative of the deceased shall enter into a contract for cemetery services in a form provided by the Company.

### **4.4 Information Required**

In each case of interment, a written statement shall be provided to the Company by the Interment Rights Holder(s) or its legal representatives giving the name, the place of birth,

the last residence (with street address, if any), the age, the date of death of the deceased, the name of the funeral director or transfer service, the type of container being used, and the precise location of the grave to be opened designated by a diagram drawn on the back of the statement (if it is out of the ordinary). The Company shall not be responsible for any errors resulting from incorrect information or lack of specific information. All deliveries to the Cemetery where known infectious/contagious diseases are present shall be scheduled prior to delivery in accordance with the Company's policies.

#### **4.5 Telephone Orders**

Where an order for an interment is given by telephone, the Company shall not be responsible for any errors or misunderstandings that may arise.

#### **4.6 Notice Required**

Notice of each interment to be made shall be given to the Company office at least **24 hours** prior thereto. The Company shall not be responsible for having graves prepared for interments unless such notice is given. In the case of winter interments, notice of the interment must be given to the Company office at least **2 days** prior thereto.

#### **4.7 Charges Incurred**

Persons ordering rights or interments are responsible for charges incurred.

#### **4.8 Included in Interment Fee**

The interment fee includes the opening and closing of grave, use of lowering device and earth cover and other necessary services.

#### **4.9 Employee Must Be Present**

An employee of the Company must be in attendance at each interment, inurnment or entombment.

#### **4.10 Opening of Lots**

No grave, niche or crypt will be opened for interment or disinterment by any person not in the employ of the Company.

#### **4.11 Number of Interments in One Grave**

Adult sized graves are 1 meter by 3 meters in size and may hold up to the following number of human remains and/or cremated remains:

- (a) 1 casket and up to 4 cremated remains
- “OR”**
- (b) 6 cremated remains

Extra depth burials will no longer be offered.

Extra depth burials contracts sold prior to new rule will be honored.

Infant sized graves are 1 meter by 1.5 meters in size. Only 1 burial per lot is permitted.



#### **4.12 Cremation Interment Lots and Urns**

Cremation lots are 2 feet by 2 feet in size and will accommodate up to 2 cremated remains. It is advised that urns be placed in vaults for protection of the urn.

#### **4.13 Scheduling**

Every effort will be made to complete an interment on the assigned day and time. If, due to inclement weather conditions, health and safety concerns, or conditions beyond the Company's control, an interment cannot be made at the scheduled time, the Company reserves the right to reschedule the interment.

#### **4.14 Restrictions on Scheduling**

No interments will be permitted after 3:30 p.m. from Monday to Friday and after 2:30 p.m. on Saturdays.

Except in cases of extreme necessity, such as where a danger of contagion, infection or epidemic is present, interments or entombments shall not be made on Sundays or statutory holidays, unless by order of the local health authorities or as permitted by the Company. If an interment is made on a Sunday or statutory holiday additional fees may be charged at the rates set out in the price list.

#### **4.15 Closed Container**

A funeral director must close the casket or container before lowering it into the grave. A body delivered to the Cemetery for interment must be delivered in a closed casket or container and will be buried in such casket or container. All such caskets or containers must be of sufficient strength to allow for safe interment (as determined by the Company in its sole discretion).

#### **4.16 Outer Containers**

No outer container for the purpose of containing a casket or urn shall be placed in an in-ground lot without the prior written consent of the Company and unless such outer container is made of metal, concrete, stone or other material approved by the Manager. The outer container must be covered in a depth determined from time to time by the Act or Regulations.

#### **4.17 Temporary Relocation of Markers**

The Company may temporarily relocate a monument, marker or any decoration so that cemetery operations involving the opening and closing of an in-ground lot may be performed.

#### **4.18 Adjacent Lots**

The opening of an in-ground lot for interment may necessitate the temporary mounding of earth on adjacent lots. The Company may, at its sole discretion, determine the location for the temporary mound and will make reasonable efforts to restore adjacent lots to their original condition as soon as possible following the closing of the lot.

#### **4.19 Animals**

Animal bodies shall not be interred in the Cemetery.

#### **4.20 Scattering**

No person shall scatter cremated human remains in a cemetery, provided that if scattering grounds have been set aside, cremated human remains may be scattered in such scattering grounds with the advance notice; and a Certificate of Cremation has been issued and all applicable fees have been paid.

- scatterings; authorization must be provided in writing by the person authorized to act on behalf of the Estate Trustee, Executor or next of kin prior to a scattering taking place
- a Certificate of Cremation must be submitted to the cemetery office prior to the scattering of cremated remains taking place
- the cemetery shall be given 24 hours of notice for each scattering of cremated human remains
- the scattering of cremated remains may only be conducted by cemetery staff or those designated to do work on behalf of the cemetery
- cremated remains may be scattered within the designated berm area of the pond
- cremated remains are not permitted to be scattered in the pond, nor on a grave and cannot be retrieved once scattered

#### **Scattering memorialization**

In keeping with the cemetery by-laws, one memorial inscription per each scattered human remains shall be permitted on a boulder provided by the cemetery. Each inscription shall be ordered by the cemetery operator and remain the responsibility of the cemetery. The boulder shall not be altered at any time.

### **ARTICLE 5 DISINTERMENTS**

#### **5.1 Disinterment**

No disinterment shall be made without the written consent of the local Medical Officer of Health and the Interment Rights Holder(s), except on an order from a Court or as provided in the Act and the Regulations. A certificate from the local Medical Officer of Health is not required for the removal of cremated remains. The Interment Rights Holder(s) shall enter into a contract for cemetery services in a form provided by the Company except as otherwise permitted by the Act or required by law. A disinterment may also be ordered by certain public officials without the consent of the Interment Rights Holder(s), in which case, the Interment Rights Holder(s) shall not be responsible for the disinterment fee.

#### **5.2 Contagious Diseases**

The remains of persons dying from contagious diseases are not to be disinterred except when a Medical Officer of Health, or other public officers having authority at the time, approve of the disinterment and prescribe such procedures or precautions as they consider necessary. The disinterment, in accordance with such procedures or precautions, will be

made at the expense of the person applying.

### **5.3 Witnesses**

The Company may prohibit any witnessing of the disinterment if it feels, at its sole discretion that the health or safety of anyone present may be at risk.

### **5.4 Damages to Casket or Container**

The Company will not be responsible for damage to any casket or container which occurs during the course of the disinterment. A new casket or container may be required to facilitate the removal of the human remains at the expense of the party authorizing the disinterment.

### **5.5 Cremated Remains**

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

### **5.6 Transportation out of Cemetery**

The transporting of the human remains or cremated remains out of the Cemetery is the responsibility of the party authorizing the disinterment, including all costs associated therein.

## **ARTICLE 6 MONUMENTS AND MARKERS**

### **6.1 Temporary Markers**

Temporary markers supplied by funeral homes may be placed on a lot up to 1 month from the date of interment, after which date, they may be removed.

### **6.2 Application and Design Submissions**

Applications for foundations must be made in writing to the Company, and signed by the Interment Rights Holder(s) and the monument dealer. Design of the monumental work to be erected with the dimensions shown and the material and finish of each part specified must be submitted to the Manager and must receive approval before orders for foundations will be executed. A monument should be designed with reference to its surroundings and with consideration being given to the size and design of other monuments near the lot.

### **6.3 Flat Markers**

Flat markers will only be allowed in the area designated by the Company where the choice of either upright or flat markers is allowed. Flat markers must be placed level with the

ground and must not be larger than 24 inches by 18 inches by 4 inches per single grave. The dimensions of flat markers for two or more graves are subject to approval of the Manager. Only markers of granite or bronze will be permitted.

**6.4 Flat Markers on Infant and Children's Graves**

Markers for infant and children's graves are allowed up to a maximum of 20 inches by 12 inches. Markers must be granite or bronze and set level with the ground.

**6.5 Cremation Lots**

Cremation lot markers must be granite or bronze up to a maximum of 16 inches by 10 inches and set level with the ground.

**6.6 Upright Monuments**

In the upright memorial section, monuments must have a minimum thickness of 6 inches (DVA monuments excluded) and the monument must not protrude over the end or side of the base. All upright monuments must be placed on a base of granite or marble having a minimum thickness of 8 inches. Preferably, there should be a 3 inch margin on all sides around the monument. The Company reserves the right to determine the maximum size of monuments, their number and their location on each plot. They must not be of a size that would interfere with any future interments.

The following dimensions for monuments have been specified in order to preserve uniformity in appearance of the Cemetery:

**LENGTH OF BASE OF UPRIGHT MONUMENTS**

Maximum Measurements

- Single Grave - 30 inches
- Two Grave Plot – 60 inches
- Three Grave Plot – 96 inches
- Four Grave Plot – 132 inches
- Five Grave Plot – 168 inches

**6.7 Pillow Markers**

A Pillow Marker shall be understood to be a permanent memorial structure projecting above ground level not to exceed 8 inches in height with the back being approximately 2 inches higher than the front.

**LENGTH OF BASE OF PILLOW MARKERS**

	<u>Pillow Size</u>	<u>Pad Size</u>
Single Grave	30 x 14	36 x 18
Two Grave Plot	60 x 14	66 x 18
Three Grave Plot	96 x 18	102 x 20
Four Grave Plot	132 x 18	138 x 20

## **6.8 Foundations**

The foundation of the monument must be not less than the area of the base of the monument and, if incorrect dimensions have been given on the application form, the foundation will be removed and rebuilt at the monument dealer's expense, failing the payment of which, the Interment Rights Holder will be responsible for payment.

## **6.9 Materials**

Monuments shall be made of granite or marble only. No artificial or perishable material nor sandstone or limestone shall be allowed in a monument.

## **6.10 One Monument per Lot**

Only one upright monument shall be allowed on a permitted lot. One 16 inch by 10 inch flat marker may also be included.

## **6.11 Shared Memorials**

Adult grave lots which are back to back may use a monument inscribed on both sides, providing the monument is located on one lot only. All inscriptions are subject to approval of the Manager.

If a monument dealer is providing the engraving, a full scale drawing showing all the detail of the proposal must be submitted to the Manager for approval prior to any work being undertaken. The Interment Rights Holder(s) will be held responsible for any costs which arise when improper or unapproved work is undertaken and any damage to the Cemetery or another Interment Rights Holder's property results.

## **6.12 Foundation Installation**

All foundations shall be installed by the Company who shall perform all work in setting markers or preparing for erection of the monument, and the charge of same shall be in accordance with the price list issued by the Company from time to time. Payment for foundations must accompany the order which must be received at least 15 days before setting is to be commenced. All orders must be signed by the Interment Rights Holder(s).

## **6.13 Foundation Location**

The Interment Rights Holder(s) and monument dealers must confirm with the Company as to whether markers are to be placed at the head or foot of the grave.

## **6.14 Maintenance**

Although the Company is obliged to maintain all monuments, markers and memorials to ensure the safety of the public and to preserve the dignity of the Cemetery, all other repairs and maintenance of markers are the responsibility of the Interment Rights Holder(s).

## **6.15 Monuments Out of Repair**

The Company shall notify the Interment Rights Holder in writing of the fact that the

Company may take such action as it considers appropriate to ensure the safety of the public and to preserve the dignity of the Cemetery in relation to lots where markers, foundations or other structures are out of repair.

**6.16 Minor scraping**

Minor scraping of the monument base of an upright monument or flat marker due to grass/lawn maintenance is considered to be normal wear.

**6.17 Removal of Markers**

When any marker, memorial or structure of any kind is to be removed, any inscription is to be made, or any cleaning is to be done, the Company will allow such work after notification has been given to the office.

**6.18 Inscription**

No inscription shall be placed on any monument, marker or tablet which is not in keeping with the dignity and decorum of the Cemetery. No lettering will be allowed on the side of a monument facing an adjoining lot where there is not room for a grave between the monument and the boundary of the lot.

**6.19 Corner Posts**

The Interment Rights Holder may on the receipt of the Interment Rights Certificate and at their expense, have an official of the Company place bronze, granite or marble landmarks 6 inches square and not less than 6 inches deep, dressed on all sides and bearing the lot and section number or initial legibly and permanently marked thereon at the corners of the lots assigned to them, provided that such posts shall be set level with the ground.

**ARTICLE 7  
COMMON GROUND**

**7.1 Storage of Cremated Remains**

Cremated remains which are delivered to the Cemetery for interment in common ground will be held by the Cemetery in a secure facility for a period of not less than 2 years prior to the interment. Should the Interment Rights Holder(s) wish to have the cremated remains returned to them within the said 2 year period, a retrieval fee will apply.

**7.2 Interment in Common Ground**

After 2 years or such longer period until a reasonable burial time can be scheduled, the Cemetery may bury the cremated remains in a designated section of the Cemetery, which location need not be disclosed to the Interment Rights Holder(s). No memorial or marker of any type may be placed in the common ground. Cremated remains which are buried in common ground are not recoverable.

**ARTICLE 8**  
**RULES FOR GARDENING AND PLANTING**

**8.1 Prior Permission**

Interment Rights Holders wishing to do planting or gardening must first obtain permission from the Manager who may specify what, when and where the same may be planted.

**8.2 Care and Planting**

Flowerbeds may not exceed the length of the monument base or exceed 15 inches in width. Plantings are allowed only in front of the monument. Persons planting flowers shall properly care for same during the growing season and shall remove them after the first frost leaving the bed in a neat and tidy condition.

Rose bushes *are prohibited* in the cemetery.

**8.3 Right to Remove**

The Company reserves the right to remove any trees, shrubs or flowers and to remove or lay any sod where it deems it in the best interests or appearance of the Cemetery.

**8.4 Beds Not Planted**

Any flowerbed not planted by June 15<sup>th</sup> may be sodded by the Company.

**8.5 Shrubs**

Ornamental evergreen shrubs are allowed on all lots of two graves or more containing a monument.

They must be placed in line with the monument and be of reasonable size and shape (not more than four feet high at any time and not interfering with lots on either side). Before purchasing shrubs, you must consult with the Manager concerning planting regulations and recommendations relating to type and size.

*The Company has the right to remove or trim shrubs which do not conform to these regulations and encroach on adjacent lots*

**8.6 Removal only with Permission**

No trees, shrubs, flowers or cuttings of flowers may be removed without permission of the Manager.

**8.7 Memorial Wreaths**

In order to preserve the proper appearance of the grounds, memorial wreaths may be placed on a lot from November 1<sup>st</sup> in each year to May 15<sup>th</sup> of the following year, after which date they will be removed.

### **8.8 Supervision**

To ensure neatness and to preserve the beauty of the Cemetery, the Manager shall have supervision of flowers and other removable mementos and objects placed upon crypts, graves and lots, and shall determine when it is necessary or desirable to remove or disallow same.

### **8.9 Rubbish**

Rubbish shall not be thrown on roads, walks or any other part of the grounds. Receptacles are provided at convenient points on the grounds for the deposit of weeds, decayed flowers, plants and rubbish.

### **8.10 Implements and Materials**

Implements or materials used in doing any work within the Cemetery by an Interment Rights Holder shall be removed without delay and, if this is not done, the Manager may remove the same and charge any expense for doing so to the Interment Rights Holder(s).

### **8.11 Grading**

No Interment Rights Holder shall change the grading of any lot and, in case of any such change; the Company may restore the lot to its original grade at the expense of the Interment Rights Holder(s).

### **8.12 No Changes**

Unless authorized by the Manager, no person shall make a walkway, cut sod, or move corner posts or markers in the Cemetery.

## **ARTICLE 9 ARTICLES PLACED ON INTERMENT RIGHTS**

### **9.1 Vases, Urns and Stands**

Vases, urns and flower stands are not permitted on any lot except as set out in Section 9.2.

### **9.2 Artificial Flowers**

Artificial flowers are permitted providing they are in a vase which can be turned into the ground when not in use; faded artificial flowers will be removed by the Manager. During the growing season, while natural flowers are available, artificial flowers, including artificial flowers in the form of wreaths or otherwise, are not permitted on lots.

### **9.3 Borders, Fences, Railings, and Gardens**

Borders, fences, railings, walls, lighting, cut stone copings and hedges in or around lots are prohibited, and the Company will remove any of such items which it deems unsightly or objectionable. Flower gardens and lawn edging are only permitted on traditional lots and subject to the Manager's approval.



#### **9.4 Solar Lights**

Solar lights (plastic and acrylic only) will be limited to one per single grave including cremation plots and up to two solar lights maximum, for two or more graves. Solar lights must be placed within flowerbed area.

#### **9.5 Candles**

Lighted candles, incense, or other flammable articles may be placed on an in-ground lot only when attended by an adult. All 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 full responsibility of the Interment Rights Holder(s). The Company does not assume any liability in this regard.

#### **9.6 Candleholders, Chairs, Pottery, etc.**

Candles and in-ground candleholders are only permitted in designated locations adjacent to the base of an upright monument, and must be made of bronze. In areas where only flat markers are permitted, candleholders may be incorporated in a bronze marker in place of the flower vase. No chair, wooden or wire trellis, arch, iron rods, pottery, glass, cellophane or similar articles shall be brought to or left upon any part of the Cemetery.

### **ARTICLE 10 OUTDOOR COLUMBARIUM NICHES**

#### **10.1 Columbarium Niches**

Columbarium Niches, for above-ground permanent custody of cremated remains in urns, are provided outdoors or indoors for single or double inurnment.

#### **10.2 Sealing after Inurnment**

Only the Company may open and seal niches for inurnments. This applies to the inside sealer and the niche front.

#### **10.3 Inscriptions**

Lettering on all columbarium niche fronts must be ordered by the Company, and shall be subject to the approval of the Manager. No person, other than the authorized employees of the Company, shall remove or disturb niche fronts.

#### **10.4 Dimensions**

Outdoor niches are 1331 cubic inches in size (11'x11'x11') and can accommodate up to 2 urns. Only markers and vases as supplied and installed by the Company shall be permitted on outdoor niches.

**ARTICLE 11  
INDOOR COLUMBARIUM WALL NICHES**

Indoor niches vary in size from 12" x 12" to 12" x 24". Smaller niches are intended for up to two urns and larger niches are intended for up to four urns providing there is sufficient space.

**11.1 Access Key(s)**

One access door key for the indoor niche room will be issued for each niche right purchased. Additional keys may be available at the Company's discretion and the extra key cost will be equal to the replacement cost for lost or stolen keys.

Key(s) will only be issued to the Interment Rights Holder who will take the responsibility for the key(s) and must notify the Company of any damaged, lost or stolen key(s).

**11.2 Access Hours**

Access to the indoor niches will be during all office hours and off hours as follows:

Mon-Fri	4:30 pm to 11:00 pm
Sat	3:30 pm to 11:00 pm
Sun	8:00 am to 11:00 pm

The access key(s) will only operate during these hours. At 11:15 pm, motion alarms will activate in the niche room. All visitors are required to leave by 11:00 pm.

**11.3 Security**

The niche room is under video surveillance at all times. Motion detectors and "Door Trip" alarms operate during non-visiting hours.

**11.4 Ornaments & Photos**

A framed photograph, a small name plate and one memorial item per indoor niche are permitted. These will be subject to approval by the Company. No temporary urns shall be permitted. All other styles are subject to approval by the Company.

**ARTICLE 12  
MAUSOLEUM**

**12.1 Right to Entomb**

The issuance of an Interment Rights Certificate by the Company conveys the right and privilege of entombment to the number of crypts set out in the Interment Certificate. Up to 6 cremated remains may be entombed in one crypt, in place of a casket.

**12.2 Proof of Inheritance or Succession of Ownership**

Upon the death of an Interment Rights Holder, the entombment right in any unused crypt is under the control of the executor or administrator of the Interment Rights Holder's estate.

Executors or administrators shall notify the Manager of the new ownership of the rights in any unused crypts by forwarding notarized copies of the Will and following the procedures set out in Section 3.6.

### **12.3 Removal of Remains and Opening of Crypts**

Crypts in use may not be opened nor any human remains be removed from a crypt without:

- (a) the written permission of the registered Interment Rights Holder(s), the Company's knowledge, and an order from the local Medical Officer of Health, who will also arrange for the appropriate supervision of the removal; or
- (b) the order of a court of competent jurisdiction; or
- (c) the order of the Attorney General or Solicitor General for Ontario; or
- (d) the order of the Regional Coroner.

### **12.4 Entombment**

- (a) Only the Company may open and seal crypts for entombments. This applies to the inside sealer and the crypt front.
- (b) The Company reserves the right to disallow any witnessing if it feels the safety of anyone present would be at risk.
- (c) No entombment will be permitted in any crypt where there are outstanding fees or services charges owing in relation thereto.
- (d) No entombment may take place unless the body is received in a substantially constructed casket or other suitable container.
- (e) A crypt liner or casket sealer, of a type approved by the Company, shall be required when placing disinterred remains in a crypt.

### **12.5 Inscription on Crypt Fronts**

- (a) All inscriptions on crypt fronts shall be in accordance with the standard design and sizes approved by the Company.
- (b) No person, other than the authorized employees of the Company, shall remove or disturb crypt fronts.

### **12.6 Ornaments and Photos**

Up to two porcelain or photoplex pictures, as approved by the Company, may be installed on a crypt front, each to commemorate one person. Such photo frames must be supplied and installed by the Company. The Company assumes no responsibility for damage, loss or theft of pictures.

### **12.7 Candleholders**

Candleholders must be of bronze material and must be supplied and installed by the

Company. Not more than one candleholder may be installed on each crypt front. Plastic candles and candles that are too large to fit in the candleholder are prohibited.

#### **12.8 Vases**

Only 2 bronze material vases, as supplied and installed by the Company, are permitted on each crypt front.

#### **12.9 Bronze Crosses**

Only one bronze cross, as supplied and installed by the Company, is permitted on each crypt front.

#### **12.10 Floral Memorials**

Floral tributes may be disposed of within 48 hours after the entombment. All flowers must be placed inside the vases attached to the mausoleum crypt front. Artificial flowers are permitted all year. Cut flowers are permitted only from April 1 to October 31. No flowers or any other articles can be placed on the mausoleum sidewalk or floor.

The Company shall not be responsible for the loss of flowers or ornaments on mausoleum crypt fronts.

#### **12.11 Right to Reserve**

The Company reserves the right to remove or prevent the installation of any object which is deemed injurious to the appearance or the general good of the Cemetery.

#### **12.12 Company Approval Required**

No ornamentation or decorations other than those approved by the Company will be permitted.

#### **12.13 Installation**

Only authorized employees of the Company may install bronze decorations or other articles on a crypt front.

#### **12.14 Placement**

Nothing shall be placed on a crypt panel that overlaps another crypt panel.

#### **12.15 Lost or Stolen Articles**

The Company assumes no liability or responsibility for the loss of, or damage to any personal property left in the mausoleum. Implements, materials or any other articles of personal property left in the mausoleum without authorization are subject to removal by Company, without return or compensation therefore.

**ARTICLE 13  
DESIGNATION OF SPECIAL SECTIONS OF THE CEMETERY FOR THE  
EXCLUSIVE USE OF DIFFERENT RELIGIONS**

**13.1 Discretion of the Company**

The Company may, in its absolute discretion, designate different sections of the Cemetery for the exclusive use of different religions, and may delineate each such section in such manner as it sees fit in keeping with the overall appearance, general decorum and maintenance of the Cemetery.

**13.2 Rules and Regulations for Special Sections**

The Company may, in conjunction with the religious leaders or designated spokesmen for such religions, establish rules and regulations for each special section which are in keeping with the traditions of such religions and with the overall appearance, general decorum and maintenance of the Cemetery.

**ARTICLE 14  
RULES FOR CONTRACTORS**

**14.1 Permission to Employ Contractors**

No person shall perform any work to inscribe, embellish, repair, or perform any other work on a marker or remove a marker without the written authorization of the Company. A contractor employed to erect mausolea or monuments, or to do any other work in the Cemetery shall first present an application at the Company office signed by the Interment Rights Holder(s), requesting permission to employ such contractor to do the work therein specified.

Such application shall designate the plot, section and lot upon which such work is to occur. An inspection fee shall apply to contractors and charged at such price and on such terms as may from time to time be fixed by the Company. Any contractor working in the Cemetery must provide a certificate of liability insurance as well as proof of coverage by the Workers' Safety and Insurance Board.

**14.2 Worker's Behaviour in the Cemetery**

All persons performing work in the Cemetery shall conduct themselves in a manner in keeping with the dignity of the Cemetery and shall respect any restrictions or regulations which may be required by the Company and under applicable legislation in the performance of their work. Upon entering the Cemetery property, the conduct and behaviour of all workers employed by other companies shall be subject to the control of the Manager.

**14.3 Contractor Liability**

Contractors will conduct their operations to prevent damage to any grounds, turf, shrubs, trees, flowerbeds, upright markers, flat markers, vases, or any other article or natural feature in the Cemetery. Contractors shall lay planks on the lots and paths over which

heavy materials are to be moved, in order to protect them from injury. Heavy loads shall not be permitted in the Cemetery when the roads are in an unfit condition. Any damage caused by contractors shall be rectified by the Company at the expense of the contractors.

#### **14.4 Work Hours**

Contractors will not be permitted to work on the Cemetery grounds on Sundays, statutory holidays, after 4:30 p.m. on weekdays, or after 12:00 p.m. on Saturdays without the written permission of the Manager. Such workers shall cease work if in the vicinity of an interment until the conclusion of the service. The Company 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 interment or public gathering within the Cemetery.

#### **14.5 Contractor Attire and Conduct**

Contractors performing work within the Cemetery are responsible for their actions, conduct, behaviour and attire. Shirts and pants or shorts (where appropriate) and CSA approved safety boots must be worn at all times. Additional personal protective equipment must be worn when the work being performed requires it in accordance with the *Occupational Health and Safety Act*. Contractors who fail to comply with the required attire and protective equipment will be asked to leave the Cemetery.

#### **14.6 Implements and Materials**

Implements or materials used in doing any work within the Cemetery by a contractor shall be removed at the conclusion of the work or at the end of each work day, unless prior written permission to leave materials and equipment has been obtained from the Company.

Implements or materials left at the Cemetery without authorization are subject to removal by Company, without return or compensation therefore. All work sites must be secured when left unattended.

#### **14.7 Delivery to the Cemetery**

Notice must be given at the Company office before any monumental work is brought into the Cemetery. No monument work except markers, shall be delivered to the Cemetery until the foundation is completed.

#### **14.8 Advertising**

Canvassing for orders or distributing business cards in the Cemetery is forbidden.

### **ARTICLE 15 RULES FOR VISITORS**

#### **15.1 General**

Visitors are always welcome at the Cemetery, mausolea, columbarium and chapel during the posted visiting hours, and otherwise by appointment with the Manager. They are asked to remember the respect due to the deceased.

## **15.2 Order and Decorum**

Company staff are empowered and required to preserve order and decorum in the Cemetery.

## **15.3 Parades**

No parades, other than funeral processions, shall be admitted to or organized within the Cemetery without permission.

## **15.4 Memorial Services**

The Company may permit public memorial services of a sacred nature within the Cemetery, but not more than one such service shall be conducted in the Cemetery at the same time, and all such services shall be conducted in a quiet, decorous and reverent manner.

## **15.5 Children**

Children under the age of ten years are not admitted to the Cemetery grounds unless accompanied by an adult who shall be responsible for their good conduct and shall see that they do not run over lots and graves.

## **15.6 Alcoholic Beverages**

Alcoholic beverages of any type will not be tolerated in the Cemetery.

## **15.7 Photographs and Videos**

Photographs and videos shall not be taken of any part of the Cemetery, mausolea, columbaria or crematoria without permission in writing from the Manager.

## **15.8 Complaints**

Any complaints by Interment Rights Holders or visitors must be made to the Manager and not to workers on the grounds.

## **15.9 Vehicles**

Vehicles within the Cemetery shall be driven with due decorum at a moderate rate of speed and shall not leave the avenues. The owners of vehicles shall be responsible for any damage done by them while they are in the Cemetery.

## **15.10 Turning on Avenues**

Motor drivers and others shall not turn their vehicles on the avenues but shall drive around the section on their way out of the Cemetery.

## **15.11 Picnics**

Picnics are not permitted on the Cemetery grounds.

**15.12 Damage to Property**

No person shall break or remove any flower (either wild or cultivated), tree, shrub or plant within the Cemetery. No person shall write upon, deface or in any way damage any monument, marker, fence or other structure or property within the Cemetery.

**15.13 Improper Conduct**

Any person disturbing the quiet and good order of the Cemetery, mausolea, crematorium or columbarium by noise or other improper conduct or who violates these by-laws, will be asked to leave the Cemetery grounds.

**15.14 Pets**

Pets are not allowed on the Cemetery grounds.

**15.15 Bicycles**

Bicycles and motorcycles must be operated in a safe and proper manner in the Cemetery.

**15.16 Snowmobiles, ATV's, Go-Karts**

Snowmobiles, ATV's, Go-Karts are not allowed in the Cemetery.

**15.17 Pond**

Swimming is not permitted in the pond.

**15.18 Video Surveillance**

Surveillance cameras are placed on the cemetery property to ensure your safety and protection of the property.

These revised regulations supersede all previously  
Published regulations and are approved by the Ministry of  
Government and Consumer Services Consumer Protection  
Branch  
Cemeteries Regulations Unit Province  
of Ontario