

THE CORPORATION OF THE MUNICIPALITY OF THAMES CENTRE

DORCHESTER UNION CEMETERY

REGULATIONS

BY-LAW NO. 81-2004

COPY

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HISTORY

The Dorchester Union Cemetery was organized at a meeting of the inhabitants of the area, held in the Village of Dorchester on April 4, 1877. It was agreed at this meeting that the Board of Trustees for the Dorchester Union Cemetery consist of two members from each of the Christian denominations of the area, namely: Presbyterian, Church of England and Methodist. The seventh member of the Board to be the incumbent Reeve of the Township of North Dorchester. Trustees appointed at this meeting to form the first Board of Trustees for the Dorchester Union Cemetery were:

Methodist Church: R.E. Shaw, E. McCann
Church of England: George Wade, Thomas Hunter
Presbyterian Church: Alexander Sutherland, John Durand
Township of North Dorchester Reeve: James B. Lane

Five acres of land on the southeast part of Lot 18, Concession "A" in the Township of North Dorchester was subsequently purchased from Mr. Norman Graham for use as a burial ground at the cost of \$50.00 per acre.

An additional five acres was purchased in 1906 located immediately north of and adjoining the original parcel. This land was purchased from the Gee Estate at a cost of \$700.00.

The Perpetual Care and Maintenance Fund was initiated in 1925 on a voluntary basis.

An additional four acres of land was purchased in 1952 located immediately north of and adjoining the Cemetery, from William Mitchell Estate at a cost of \$3,000.00.

At a meeting of the Interment Rights Holders and Trustees of the Dorchester Union Cemetery held on February 23, 1970 it was resolved that the Cemetery be turned over to the Township of North Dorchester and subsequently By-law No. 16-71 of the Township of North Dorchester providing for the acquiring, maintenance and regulating the said Cemetery was passed on March 1, 1971 and finally approved by the Ministry of Consumer and Commercial Relations on September 12, 1972.

In December, 1986, Vista Woods Estates Limited (Don Cromarty) transferred a 1.681 acre parcel of land located immediately west of the existing cemetery property to the Township of North Dorchester.

The revised set of regulations was passed by the Council on 20 April, 1998 and approved by the Ministry of Consumer & Commercial Relations on 9 June, 1998.

On January 1, 2001, the Township of North Dorchester amalgamated with the Township of West Nissouri to become the Municipality of Thames Centre. At its meeting held on March 18, 2002, the Council of the Municipality of Thames Centre authorized the expansion of the existing cemetery lands to utilize those lands previously transferred to the Township of North Dorchester by Vista Woods Estates in 1986. The expansion proposed a series of columbariums, regular plots, cremation plots, and scattered gardens.

1. **DEFINITIONS**

- 1.1 BODY means the body of a deceased person.
- 1.2 BURIAL PERMIT means a permit for the burial of human remains issued by the Division Registrar.
- 1.3 BY-LAWS means the rules and regulations which govern the operation of the Cemetery.
- 1.4 CARE AND MAINTENANCE FUND means the trust fund in which all monies received by the Cemetery for the care and maintenance of lots, plots and monuments have been deposited.
- 1.5 *CEMETERIES ACT* refers to the *Cemeteries Act*, Revised Statutes of Ontario, 1990 Chapter C.4 and all amendments thereto together with all Regulations prescribed thereunder.
- 1.6 CEMETERY refers to the Dorchester Union Cemetery located at 2251 Dorchester Road, Dorchester, Ontario.
- 1.7 CEMETERY MANAGER means the person appointed to oversee the Operations of the Cemetery.
- 1.8 CEMETERY ASSISTANT MANAGER means the person appointed to oversee the day to day activities of the Cemetery.
- 1.9 CEMETERY CARETAKER means the person who opens and closes the graves and represents the municipality for all interments.
- 1.10 CERTIFICATE OF INTERMENT RIGHTS means the certificate issued to the purchaser of interment rights in either a lot, plot or niche.
- 1.11 COLUMBARIUM means a structure designed for inurnment of cremated human remains in sealed compartments.
- 1.12 CONTRACT means a sales contract, which is the document used to identify the purchase of interment rights, or Cemetery services according to provisions under the *Cemeteries Act*.
- 1.13 CREMATED REMAINS means the residue after cremation of the body and of the casket or container in which it was received.
- 1.14 DORCHESTER UNION Cemetery means the Cemetery owned and operated by The Corporation of the Municipality of Thames Centre and located at 2251 Dorchester Road, Dorchester, Ontario.
- 1.15 FOUNDATION means the below-ground concrete structure upon which rests the base stone of a monument.
- 1.16 GENERAL MAINTENANCE ACCOUNT means the account that has been set aside for maintenance of the Cemetery and for services rendered in connection with its operation.
- 1.17 GRAVE means an in-ground burial space.
- 1.18 INTERMENT means a burial of human remains and includes the placing of human remains in a lot.
- 1.19 INTERMENT RIGHTS includes the right to require or direct the interment of human remains in a lot.
- 1.20 INTERMENT RIGHTS HOLDER means a person with interment rights with respect to a lot and includes a purchaser of interment rights under the *Cemeteries Act* or a predecessor of that Act.
- 1.21 INURNMENT means the interment of cremated remains.

- 1.22 LOT means an area of land in a Cemetery containing, or set aside to contain human remains and includes a niche in a columbarium; and
- (a) Adult Lot - any burial space intended for an adult;
 - (b) Cremation Lot - any burial space intended to receive not more than two (2) cremated remains and having a minimum size of 60.96 centimetres (2 feet) by 60.96 centimetres (2 feet).
- 1.23 MARKER means any memorial of granite or marble set flush with the surface of the ground, and used to mark the location of a lot. A marker also may mean an ornament of bronze affixed to a columbarium niche.
- 1.24 MINISTRY means the Ministry of Consumer and Business Services.
- 1.25 MONUMENT means any permanent memorial projecting above the ground level.
- 1.26 MUNICIPALITY means The Corporation of the Municipality of Thames Centre who is the owner of the Dorchester Union Cemetery. The municipal offices are located at 4305 Hamilton Road, Dorchester, Ontario.
- 1.27 NICHE means a compartment within a columbarium for the burial of cremated remains.
- 1.28 OWNER means the Municipality of Thames Centre.
- 1.29 PLOT means two or more lots in which the rights to inter have been sold as a unit.
- 1.30 REGULATIONS means regulations made pursuant to the *Cemeteries Act* (as amended).
- 1.31 SCATTERING GROUNDS means an area specifically identified by the Cemetery where cremated human remains are disposed or interred.
- 1.32 URN means any container used to hold cremated human remains.

2. SALE OF INTERMENT RIGHTS

- 2.1 The Interment Rights (Lots) may only be sold by the Municipality of Thames Centre.
- 2.2 The Dorchester Union Cemetery has for sale:
- Regular Lots
 - Memorial Lots (flat markers only)
 - Cremation Lots (2 cremations per lot)
 - Columbarium Niches (2 cremations per niche)
- 2.3 The Interment Rights Holder acquire only the right and privilege of burial of the dead.
- 2.4 The Cemetery shall provide each Rights owner at the time of sale with:
- 2.4.1 copy of the Certificate of Interment Rights;
 - 2.4.2 copy of the Cemetery By-law; and
 - 2.4.3 copy of the Contract for Purchase of Interment Rights.
- 2.5 The contract shall specify the Section, Range, Row and number of grave(s), and the amount paid and the amount set aside for Perpetual Care and Maintenance, and shall be subject to the existing regulations or such regulations as may from time to time be determined by the Council;
- 2.6 A contract for the purchase of interment rights includes the rights of the purchaser or Interment Rights Holder to require, by written demand, the Cemetery to repurchase the rights at any time before they are used. The repurchase price shall be the original selling price less the amount invested in the Perpetual Care and Maintenance Fund.
- 2.7 The Cemetery will not reserve lots for future purchase.

- 2.8 In accordance with the *Cemeteries Act*, the Cemetery shall not be required to repurchase the Interment Rights to more than four lots held by the same Interment Rights Holder in a twelve month period.
- 2.9 All interment rights and Cemetery services shall be paid in full at the time of purchase or service. Under certain circumstances, a term payment plan may be arranged between the purchaser and the Cemetery for terms in excess of three months. Interment rights may be purchased by cash, cheque or debit.
- 2.10 All prices for Cemetery lots and services shall be as set out in the most recent tariff of rates filed with the Ministry of Consumer and Business Services. Prices for lots shall include the applicable portion for deposit to the Cemetery's Perpetual Care and Maintenance Fund.
- 2.11 All lots and graves sold shall be covered by a rate for Care and Maintenance as set forth in the Tariff of Rates.
- 2.12 Lots previously sold, for which the provision for Care and Maintenance has not been made, may be placed under this program by the payment of the charges as set out in the Tariff of Rates, and no interment or disinterment shall be permitted until all arrears due for upkeep have been paid.

3. CARE AND MAINTENANCE FUND

- 3.1 The deposit to the Care and Maintenance Fund shall be as specified in the Regulations made under the *Cemeteries Act*, Revised, 1990. In the case of an in-ground grave for the burial of an adult/child, the greater of 40% of the selling price or \$150.00.
- 3.2 In accordance with Section 30 of the Act and Regulations, a prescribed amount shall be paid into the Care and Maintenance Fund of the Cemetery upon the installation of a marker.
 - 3.2.1 In the case of installing a flat marker less than 439.42 square centimetres (173 square inches), \$0;
 - 3.2.2 In the case of installing a flat marker measuring at least 439.42 square centimetres (173 square inches), \$50.00, including casing;
 - 3.2.3 In the case of installing an upright marker measuring 1.22 metres (4 feet) or less in height and 1.22 metres (4 feet) or less in length, including the base, \$100.00;
 - 3.2.4 In the case of installing an upright marker measuring more than 1.22 metres (4 feet) in either height or length, including the base, \$200.00.

4. INTERMENTS

- 4.1 No interments shall be made without permission from the Interment Rights Holder or a proper representative of the estate if the Interment Rights Holder is deceased. Also, interments must be authorized in writing if the interment rights for a grave is not recorded under the deceased's name.
- 4.2 Not more than one regular interment shall be made in the same grave. One regular interment and one cremation interment is permitted in regular or memorial graves. Up to three cremation interments may be permitted in any one regular or memorial grave.
- 4.3 Notice of each interment to be made shall be given to the Cemetery Manager/ Cemetery Assistant Manager at least sixteen (16) working hours (2 business days) in advance for summer interments (Apr 1 - Nov 30), except under special circumstances. The Cemetery has the authority to request twenty-four (24) working hours (3 business days) notice in advance for winter interments (Dec 1 - Mar 31). The Municipality cannot be responsible for having lots prepared for funerals unless such notice is given.
- 4.4 The Cemetery Caretaker or his/her assistant shall be in attendance at each interment.

- 4.5 A Burial Permit issued by the Division Registrar, showing that the death has been registered shall be deposited with the Cemetery Manager/Cemetery Assistant Manager or Caretaker before an interment can take place.
- 4.6 In the case of a cremation interment, the cremation certificate must be deposited with the Cemetery Manager/Cemetery Assistant Manager.
- 4.7 Where orders for interments are given by telephone the Cemetery/Council will not be responsible for any errors or misunderstandings that may arise and such verbal orders shall be confirmed in writing later.
- 4.8 Persons requesting interments in lots or plots shall be held responsible for charges incurred.
- 4.9 When interment rights in a lot/plot are held jointly by two or more persons, an order will be accepted from either or any of them or their authorized representatives, for interment in such part of the lot/plot as may be requested.
- 4.10 No lot shall be opened for interment or disinterment by any person not in the employ of the Municipality of Thames Centre, except under special circumstances and by permission of the Council and/or Cemetery Manager/Cemetery Assistant Manager.
- 4.11 The Interment fee includes the opening and closing of the lot. Rates may be adjusted from time to time without prior notice by the Cemetery Manager/Cemetery Assistant Manager and filed with the Ministry of Consumer and Business Services.
- 4.12 The Municipality will exercise all due care in making interments and disinterments, but it is not responsible for damage to any casket, urn or other container sustained during interment or disinterment.
- 4.13 No interment or disinterment shall be permitted in any lot until all arrears due have been paid.
- 4.14 The Municipality reserves the right, at its cost, to correct any error that may be made by it in making interments, in the description of the lot, or the transfer or conveyance of any interment rights. The Municipality may cancel such grant and substitute other interment rights, or lot of equal value and similar location, as far as is reasonably possible; or refund all money paid on account for such purchase. Notice will be given personally to the Interment Rights Holders. If necessary, it may be mailed to the Interment Rights Holders or their legal representatives, at their last address in the record books of the Cemetery. In the event any such error may involve the disinterment of remains, the Municipality shall first obtain the approval of any regulatory authority and the Interment Rights Holder.
- 4.15 No interment shall be made on Sunday or Statutory Holidays, except upon receipt of a Doctor's Certificate stating that a burial must be made within twenty-four (24) hours of the death in accordance with the regulation of the Ontario Ministry of Health for control of communicable diseases.
- 4.16 Where lots were purchased previous to 1955 and Care and Maintenance has been paid on said lot, a fee as determined by the Tariff of Rates on file with the Ministry will be charged on all future interments or at the time of transfer of said lot. This fee will be deposited to the Care and Maintenance Fund.
- 4.17 Bodies of any of the lower animals shall not be placed in any grave in the Cemetery.
- 4.18 The Municipality requires vaults for Section 5 and Section 6 of the Cemetery, however Sections 1 to 4 are declared "no vault" sections. If vaults are to be used for Sections 1 to 4 then the Funeral Directors are asked to keep vault sizes to standard or oversize if possible. The placement of jumbo vaults or anything over the size of oversize may jeopardize a future burial in an adjacent lot.

5. **SCATTERING GARDEN**

- 5.1 The scattering of cremated remains will be permitted only in one area of the Cemetery as approved by the Ministry, and may only be carried out by the Cemetery Caretaker or his/her assistant.
- 5.2 The scattering of cremated remains in any other part of the Cemetery is prohibited.
- 5.3 The following procedures for the "SCATTERING OF CREMATED REMAINS" will be adhered to by the Cemetery:
 - (a) Cremated remains will be raked into the earth;
 - (b) The cremated remains will be placed or deposited from the cremation urn into the scattering area;
 - (c) At no time shall cremated remains be visible on the ground surface.
- 5.4 The fee to provide this service is as approved in the fee schedule.

6. DISINTERMENTS

- 6.1 All disinterments must be authorized in writing by the Interment Rights Holder or his/her authorized representative.
- 6.2 Before a disinterment is to take place the Cemetery requires 3 days notice so that arrangements can be confirmed with the London-Middlesex Health Unit.
- 6.3 When a disinterment is to take place, the Cemetery Caretaker is responsible to open the grave and the Funeral Director is responsible to disinter the body.

7. COLUMBARIUM REGULATIONS

- 7.1 A proper Certificate of Cremation must accompany all cremated remains before inurnment can take place.
- 7.2 No inurnment shall be made without permission from the Interment Rights Holder or a proper representative of the estate if the Interment Rights Holder is deceased.
- 7.3 Compartments will be opened only by employees of the Municipality and sealed by them after an inurnment is made.
- 7.4 No inurnment shall be permitted until all payments due to the Municipality have been made.
- 7.5 Flowers, wreaths and designs placed against or near any part of the Columbarium will be removed. No glass vases or other breakable items should be placed around the Columbarium. Nothing is to be attached to the face of the Columbarium other than the bronze marker purchased for each niche.
- 7.6 No transfer of interment rights to a Columbarium shall be valid until approved by and recorded in the books of the Cemetery.
- 7.7 Two cremated remains are allowed to be placed in each niche as long as they are in accordance with the dimensions of the niche.

8. TRANSFER OF LOTS

- 8.1 The Transfer of Ownership of Interment Rights are not binding upon the Cemetery until a duly executed transfer has been deposited with the Cemetery Manager/Cemetery Assistant Manager.
- 8.2 To ensure the correctness of records of ownership and interments, or other transfer of any lot or interest therein shall be binding upon the Cemetery until notice in writing of such transfer has been given to the Cemetery Manager/Cemetery Assistant Manager specifying the name(s), address or other description of the proposed transferee and the date of and such other particulars as may be necessary for proper identification. Upon receipt of such notice and the payment of a fee, the transfer shall be made.

- 8.3 No such sale or transfer shall be made until all arrears due for upkeep or future Perpetual Care and Maintenance have been paid.
- 8.4 In the case of a transfer, the Cemetery Caretaker must confirm that all lots transferred are usable.
- 8.5 An Interment Rights Holder wanting the Municipality to purchase back unused lots may do so for a fee as described in the tariff of fees. In the case where a monument is located on these unused lots, the Municipality has the right to relocate the monument, at the owner's expense.
- 8.6 In case of transfer of ownership of any lot, the transmission shall be recorded on receipt of sufficient evidence as follows: in case of demise, by depositing with the Clerk a sufficient notarially certified copy of the Letters Probate and in the case of an intestacy, or where the lot has not been listed in the Will, the Municipality will recognize as owner that person listed as receiving the residue of the estate or that party designated in a signed agreement executed by the immediate heirs.
- 8.7 Where no interment has been made in a lot for more than twenty (20) years, the Municipality may proceed to repossess the unused portion of the lot as provided in the *Cemeteries Act*.
- 8.8 If the original selling price is unknown, the repurchase price shall be deemed to be \$50.00 in accordance with the provisions of the *Cemeteries Act*, R.S.O. 1990.

9. **MONUMENTS AND MARKERS**

- 9.1 For the installation of any flat marker and upright monument, a Memorial Order Form must be completed with the location of where the monument/ marker is to be installed, the lot/plot owner, the dimensions of the monument/marker/ foundation, and the name(s) to be inscribed on such monument/marker.
- 9.2 No monument or marker shall be erected or permitted on a lot until the purchase price of the lots and all charges for Care and Maintenance have been paid in full.
- 9.3 Monuments to be erected for lot owners shall be set upon adequate concrete foundations and no foundation shall be less than five (5) feet in depth. The foundation of a monument shall be built in the designated space, and must be in the exact dimension of the base of the monument and if incorrect dimensions have been given on the application form, the foundation will be removed and rebuilt or modified by the Cemetery Caretaker or his/her assistant at the expense of the Interment Rights Holder.
- 9.4 No monument shall be erected or placed on any lot until the foundation installation fee and Care and Maintenance have been paid in full.
- 9.5 There shall not be more than one upright marker/monument erected on a lot. All upright marker/monuments will be placed at the head of the lot.
- 9.6 No inscription shall be placed on any monument or marker which is not in keeping with the dignity and decorum of the Cemetery.
- 9.7 No inscription shall be permitted on the side of a monument facing an adjoining lot, where there is not room for an adult grave between the boundary of the lot and the monument.
- 9.8 No monument, footstone, marker or memorial of any kind shall be placed, moved, altered or removed without permission from the Cemetery Manager/Cemetery Assistant Manager.
- 9.9 When any monument, gravestone or memorial, of any kind, is to be removed, or any inscription made or cleaning done, permission shall be obtained from the Cemetery Manager/Cemetery Assistant Manager. Application for such permission shall be made in writing by the owner of the lot or his agent with the description of the work proposed.

- 9.10 If a monument or marker in the Cemetery presents a risk to public safety because it is unstable, the Municipality shall do whatever is necessary by way of repairing, resetting or laying down the marker to remove the risk.
- 9.11 Minor scraping of the base portion of the upright monuments due to the turf mowing operation is considered by the Municipality to be normal wear.
- 9.12 The Municipality will take reasonable precautions to protect the property of Interment Rights Holders, but it assumes no liability for the loss of, or damage to, any monument, or part thereof except where such damage or loss is due to its negligence.
- 9.13 Monuments can only be erected on lots designated for monuments and not in any area designated for "Flat Markers Only".
- 9.14 At a single grave, the installation of flat markers are preferred, however, the base of a monument on a single lot shall not exceed two-thirds ($\frac{2}{3}$) the width of the lot on which the monument is erected.
- 9.15 At a single or double grave, including the No-Monument section, a flat marker shall not exceed two-thirds ($\frac{2}{3}$) the width of the lot, including the casing or cement border, on which the marker is installed.
- 9.16 Markers on single lots in the Garden (Urn) Sections shall have a face area not exceeding 24" x 12" and placed in the space provided for a memorial.
- 9.17 Setting of Markers. All markers are to be flat on top and set level with the ground so that a lawn mower can pass safely over them and shall be set in the ground by the monument dealer/supplier in accordance with Cemetery specifications.
- 9.18 Photographs on Markers. Owing to the danger of becoming damaged or broken, pictures or photographs enclosed in glass, plastic, metal, etc. are not permitted on flush with the ground markers.
- 9.19 A marker may be placed in front of an existing monument or at the foot of the lot that contains an existing monument as long as it does not exceed $\frac{2}{3}$ the width of the lot on which the marker is installed.
- 9.20 No free standing wooden memorial crosses (†) are permitted to be installed on any grave.
- 9.21 Any workman who damages any lot, tombstone, monument or other structure, or otherwise does any injury in the Cemetery, shall be personally responsible for such damage or injury and in addition thereto, his/her employers shall be liable.
- 9.22 All work done by monument/marker dealers should be done during regular Cemetery hours, unless special permission is obtained from the Cemetery Manager/Cemetery Assistant Manager.

10. CARE OF LOTS

- 10.1 All lots and plots shall be maintained and kept properly graded, sodded and mown by employees of the Municipality.
- 10.2 Trees or shrubs (dwarf or ornamental type) are allowed on lots and plots when planted on the monument line under the direction of the Cemetery Manager/Cemetery Assistant Manager; provided that the shrubs/trees, etc. are maintained. The height of such shrubs/trees shall at no time exceed .91 metres (3 feet) above adjacent ground level. If, the planted shrubs/trees are not well maintained (ie. not trimmed, watered, etc.) the Cemetery Caretaker has the authority to remove any such neglected shrubs and trees.
- 10.3 If any trees or shrubs situated in the boundaries of any lot shall have, become by means of their roots, limbs or branches or in any way, detrimental to the adjacent lots, drains, roads or walks, or prejudicial to the appearance of the ground or inconvenient to the public, the Cemetery Caretaker may remove such trees or shrubs or parts thereof after 30 days notice to the Interment Rights Holder.

- 10.4 No unauthorized person shall cut any sod or move corner post or grave markers in the Cemetery.
- 10.5 Nails, wires, wooded crosses, glass or pottery containers/articles, or any other material that create a hazard to workers and to visitors when neglected or broken are not allowed in the Cemetery.
- 10.6 The Municipality shall not be responsible for loss or damage to any articles left upon any lot or plot.
- 10.7 Flower beds are permitted in front of upright monuments and markers located at the head of lots, but must not exceed 45.72 cm (18 inches) distance from the monument/marker base. Beds are not to exceed the monument/marker width and where there is no monument, flower beds can only be planted by permission of, and under the direction of the Cemetery Manager/Cemetery Assistant Manager. Planting of borders around lots is prohibited. Also, the planting of flowers, etc. in the Garden (Urn) Section is prohibited.
- 10.8 Any shrubs or flowers not attended to by June 1st of each year shall be cleaned up/removed by the Cemetery staff. All annual flowers must be removed or cleaned up by October 15th of each year.
- 10.9 Artificial flowers, wreaths, potted plants, etc. are not permitted to be placed on the sodded portion of the lots between the 1st day of May and the 30th day of September inclusive, unless they are placed in the flower bed area, and such area is kept clear of grass and properly tended.
- 10.10 Artificial wreaths without glass covers are allowed to be placed on the lot after November 15th provided they are securely fastened to the monument, or where there is not monument, mounted on a stand of at least 76.20 (30 inches) high securely anchored to the ground.
- 10.11 To preserve the proper appearance of the grounds, artificial wreaths and flower arrangements must be removed before April 1st of each year, otherwise the Cemetery staff will remove and dispose of them.
- 10.12 Flower vases must be removed or turned down by October 15th.
- 10.13 The Municipality reserves the right to remove all flowers, potted plants, wreaths and baskets of flowers when they become withered or unsightly, or for any other reason such removals are in the best interest of the Cemetery.
- 10.14 The Municipality shall not be responsible for loss or damage to any portable articles left upon any lot or grave, and in any case, no glass containers shall be used for flowers.
- 10.15 No Interment Rights Holder shall change the grading of a lot. In the event of any such change, the Cemetery may restore the lot to its original grade at the expense of the Holder.
- 10.16 Rubbish shall not be thrown on roads, walks, or any part of the grounds or buildings. Receptacles are provided at convenient locations within the premises for the deposit of weed, decayed flowers, plants, etc.
- 10.17 Borders, fences, railing, cut-stone coping and hedges in or around lots are not permitted.

11. MISCELLANEOUS

- 11.1 Any contractor who has been requested by a lot owner to perform any type of work is required to contact the Cemetery Manager/Cemetery Assistant Manager.
- 11.2 No work can start without the written approval of the Cemetery Manager/Cemetery Assistant Manager and where applicable the Rights Holder.
- 11.3 The Contractor must provide to the Cemetery Manager/Cemetery Assistant Manager proof of insurance and W.S.I.B. coverage.

- 11.4 In some instances, the Cemetery Manager/Cemetery Assistant Manager may receive a request by an Interment Rights Holder to perform miscellaneous/custom work (ie. removal of shrubs, etc.). This work will be recorded by the Cemetery Manager/Cemetery Assistant Manager and the Rights Holder will be invoiced for the work completed as set out in the Cemetery fee schedule (i.e. materials supplied and the amount of time spent by the Cemetery employee to do the work).
- 11.5 The Interment Rights Holder shall notify the Cemetery of any changes in their mailing address.

12. FOUNDATION WORK

- 12.1 A concrete foundation is required for all upright monuments.
- 12.2 All foundations for monuments and markers shall be built by the Municipality at the expense of the Interment Rights Holder.
- 12.3 Foundation work will be done at least two times per year (ie. before decoration day and in the fall - before the water at the Cemetery is turned off), and up to three times per year depending on the number of orders received. In light of efficiencies, the Cemetery reserves the right to hold off on foundation work until a sufficient number of foundation orders have been received.
- 12.4 The foundation shall be built in the designated space and in the proper dimensions of the monument base. If incorrect dimensions have been given on the application form, signed by the Interment Rights Holder and/or the supplier, the foundation must be immediately removed by the supplier and rebuilt by the Cemetery staff at the expense of the Interment Rights Holder.
- 12.5 Foundations will not be less than 1.52 metres (5 feet) deep where ground conditions permit, and they will be set at the Cemetery Manager/Cemetery Assistant Manager's direction. Foundations must be cured for a minimum of 48 hours before placing the monument.

13. TREE DEDICATION PROGRAM

- 13.1 Trees for this program will only be planted in the spring and fall of every year.

14. RULES FOR VISITORS

- 14.1 Visitors are always welcome at the Cemetery during the open hours from 8 a.m. to sundown. They are asked to remember the respect for the deceased's demands that the Cemetery be properly maintained and kept in perfect order.
- 14.2 The Cemetery Caretaker and his/her assistants are empowered to preserve order and decorum in the Cemetery.
- 14.3 Children under the age of twelve are welcome on the Cemetery grounds when accompanied by an adult, who shall be responsible for their good conduct and shall see that they do not run over the lots or climb upon the monuments.
- 14.4 Vehicles within the Cemetery shall be driven at a moderate rate of speed and shall not leave the avenues.
- 14.5 No all-terrain vehicles or snowmobiles are allowed in the Cemetery.
- 14.6 Proprietors of vehicles and other drivers shall be held responsible for any damage done by their vehicles.
- 14.7 Discharging of firearms, other than in regular volleys at burial services is prohibited in and around the Cemetery.
- 14.8 Dogs and other pets must be restrained by a proper leash and accompanied by their owner. Every owner of a dog shall remove forthwith, and sanitarily dispose of excrement left by the dog or other pet on the Cemetery property.

- 14.9 Any person who, in the Cemetery, damages or moves any tree, plant, marker, fence, structure or other thing usually erected, planted or placed in a Cemetery is liable to the Municipality and any Interment Rights Holder who, as a result, incurs damage. The amount of damages shall be the amount required to restore the Cemetery to the state that it was in before anything was damaged or moved by the person liable.
- 14.10 Any complaints by Interment Rights Holders or visitors should be made to the Cemetery Manager/Cemetery Assistant Manager .
- 14.11 Any person disturbing the quiet and good order of the Cemetery by noise or other improper conduct or who violates these rules, shall be expelled from the grounds.
- 14.12 All persons are prohibited from taking flowers, plants or other materials from lots or graves in the Cemetery or from picking any flowers, either wild or cultivated, or breaking any trees, shrubs or plant; or writing upon, defacing or injuring any monument, fence or other structure in or belonging to the Cemetery; or from making any paths or short cuts across any part of the Cemetery.
- 14.13 Any article which is detrimental to efficient maintenance or constitutes a hazard to machinery, employees or visitors, or is unsightly or does not conform with the natural beauty or design of the Cemetery, may be removed by the Municipality. An article removed will be held at the Municipal Office for collection. If not collected, it will be disposed of after 60 days. This does not include winter wreaths.
- 14.14 No tips or gratuities are to be given to the Cemetery workers by visitors or Interment Rights Holders, nor shall any be accepted by Cemetery staff.
- 14.15 No signs, notices, or advertising of any kind shall be allowed within the Cemetery except those placed by the Cemetery Manager/Cemetery Assistant Manager.
- 14.16 No picnic party shall be permitted in the Cemetery.

15. GENERAL PROVISIONS


- 15.1 This by-law is subject to the provisions of the *Cemeteries Act (Revised)*. To the extent that any particular provision of this by-law is in conflict with the provisions of the *Cemeteries Act (Revised)*, the provisions of the *Cemeteries Act (Revised)* shall govern and this by-law shall be deemed to have been amended to conform thereto in all respects.
- 15.2 The Cemetery disclaims all responsibility for loss or damage from causes beyond its reasonable control and especially for damages caused by what is commonly referred to as "an act of God", damages caused by elements, thieves, vandals, trespassers, accidents or any other perils whether such damage be direct or consequential.
- 15.3 As to damage to the columbarium, a niche and the facing thereof resulting from the aforementioned perils and as to damages caused by the Cemetery, its agents, servants and employees, the Cemetery must repair or replace the damaged property with material of like kind and quality but if the material of like kind and quality is not obtainable, the Cemetery may select other material as similar as possible to the damage and destroyed and which is capable of performing the same function. The Cemetery shall not be responsible for any delay beyond its reasonable control in obtaining the material and completing the required repairs or replacement.
- 15.4 The Cemetery reserves the right, at its cost, to correct any error that may be made by it in making interments, in the description of the lot, or the transfer or conveyance of any interment rights. The Cemetery may either cancel such grant and substitute other interment rights, or lot of equal value and similar location, as far as is reasonably possible; or refund all money paid on account for such purchase. Notice will be given personally to the Interment Rights Holder. If necessary, it may be mailed to the Interment Rights Holder or their legal representative, at their last appearing address in the record books of the Cemetery. In the event any such error may involve the disinterment of remains, the Cemetery shall first obtain the approval of any regulatory authority and the Interment Rights Holder.

16. **EFFECTIVE DATE**

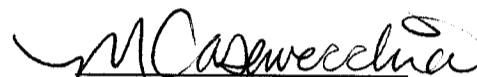
16.1 The provisions of this By-law shall come into force and take effect on the date of final adoption and approval of the by-law.

READ a **FIRST** and **SECOND** time this 20th day of September, 2004.

READ a **THIRD** time and **FINALLY PASSED** this 20th day of September, 2004.



Mayor, C. Colvin



Clerk, M. Casavecchia

 Ontario	Ministry of Consumer and Commercial Relations Cemeteries Regulation	Ministère de la Consommation et du Commerce Réglementation des cimetières
	APPROVED in accordance with the regulations under The Cemeteries Act.	APPROUVÉ conformément aux règlements afférents à la Loi sur les cimetières.
Date of Approval / Date de l'approbation		January 10, 2005
File No. of Cemetery / Numero de fiche du cimetière		02296
By / Par:		