

THE CORPORATION OF THE TOWN OF INGERSOLL

BY-LAW NO. _____

Being a By-law to govern the operations of the Ingersoll Rural Cemetery under the jurisdiction of the Town of Ingersoll, governing the rights, entitlements and restrictions with respect to interment rights, in accordance with the *Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, c.33*.

WHEREAS The Corporation of the Town of Ingersoll is the licensed operator of the municipal cemetery known as the Ingersoll Rural Cemetery, located at 603809 Cemetery Lane, Township of Zorra, Ontario;

AND WHEREAS the *Funeral, Burial, Cremation Services Act, 2002, S.O. 2002, c.33* regulates the operations of cemeteries in Ontario;

AND WHEREAS the Township of Zorra is the owner of the lands comprising the Ingersoll Rural Cemetery, and The Corporation of the Town of Ingersoll is the licensed operator of the Cemetery;

AND WHEREAS The Corporation of the Town of Ingersoll and the Township of Zorra have entered into a joint municipal agreement respecting the administration, care and maintenance of the Ingersoll Rural Cemetery, pursuant to which the Township of Zorra is responsible for the grounds operations and maintenance of the Cemetery in accordance with By-law 25-5430;

AND WHEREAS the Council of The Corporation of the Town of Ingersoll deems it desirable to enact a By-law to regulate the operation of the Ingersoll Rural Cemetery;

NOW THEREFORE the Council of The Corporation of the Town of Ingersoll hereby enacts as follows:

1. DEFINITIONS

In this By-law:

- 1.1. **“ACT and FBCSA”** means the *Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, c.33* and all amendments thereto together with all Regulations prescribed thereunder.
- 1.2. **“Body”** means the body of a deceased person.
- 1.3. **“Burial/Interment”** means the opening of a lot and then the placing of a dead human body or the remains of a cremated human body in that lot, followed by closing the lot. The lot may be a grave in the ground, a crypt in a mausoleum or a niche in a columbarium.
- 1.4. **“Burial Permit”** means a permit for the burial of human remains issued by the Division Registrar.
- 1.5. **“By-Laws”** mean the rules and regulations which govern the operation of the Cemetery.
- 1.6. **“Bronze Plaque”** means an ornament of bronze affixed to a columbarium niche.
- 1.7. **“Care and Maintenance Fund”** means the amount of money required pursuant to the FBCSA, O. Reg. 30/11 and O. Reg. 184/12, that is the greater of a minimum prescribed amount and a percentage of the purchase price (excluding tax) of all interment rights sold, transferred or assigned; and prescribed amounts for monuments and markers, be contributed into the operator's care and maintenance trust fund. Interest earned from this Care and Maintenance Fund is used to cover the costs of care and maintenance of the cemetery, including markers and monuments, in perpetuity.
- 1.8. **“Cemetery”** means the Ingersoll Rural Cemetery located at 603809 Cemetery Lane, Township of Zorra, Ontario.

- 1.9. **“Cemetery Caretaker”** means the Recreation and Facilities Department of the Township of Zorra, responsible for the grounds operations of the Cemetery, including maintenance of the cemetery grounds, opening and closing graves and niches, and representing the municipality during interments and disinterments.
- 1.10. **“Cemetery Manager”** means the Clerk or designate appointed by the Cemetery Operator to oversee the administrative operations of the Cemetery, including the administration of interment rights, records, contracts, regulatory compliance, customer service, financial administration, and the enforcement of this By-law.
- 1.11. **“Cemetery Operator”** means The Corporation of the Town of Ingersoll, who is the Operator of the Ingersoll Rural Cemetery. The municipal offices are located at 130 Oxford Street (2nd Floor), Ingersoll, Ontario.
- 1.12. **“Cemetery Price List”** means a list of the rates for the supplies and services of the Cemetery as described in the Town’s most current User Fees or Charges By-law.
- 1.13. **“Columbarium”** means a structure designed for inurnment of cremated human remains in sealed compartments.
- 1.14. **“Contract”** means a written contract between the cemetery operator and the purchaser of interment rights or other cemetery supplies and services. Purchasers shall receive a copy of the signed contract detailing the obligations of both parties and acknowledging 1. Receipt of the cemetery by-laws, 2. A copy of the BAO’s publication A Guide to Death Care in Ontario (“Consumer Information Guide”) and 3. The operator’s current price list.
- 1.15. **“Cremation Lot”** means any burial space intended to receive cremated remains.
- 1.16. **“Cremated Remains”** means all recoverable bone fragments of a dead human body that remain after cremation in a crematorium. Bone fragments are mechanically processed to reduce the particle size.
- 1.17. **“Crypt”** means an individual compartment in a mausoleum for the entombment of human remains.
- 1.18. **“Defined Flower Bed”** means free of weeds and grass and created in accordance with the cemetery’s rules and regulations. See section 13 for details.
- 1.19. **“Designate”** means the person authorized by the Cemetery Caretaker and/or Cemetery Operator to act on their behalf on a temporary basis.
- 1.20. **“Disinterment”** means the removal of human remains.
- 1.21. **“Field of Honour”** means the burial area within the Ingersoll Rural Cemetery reserved for veterans of the Canadian Armed Forces.
- 1.22. **“Foundation”** means the below-ground concrete structure upon which rests the base stone of a monument.
- 1.23. **“Grave”** - See Lot.
- 1.24. **“Human Remains”** means a dead human body or the remains of a cremated human body.
- 1.25. **“Hydrolyzed Remains”** means all recoverable skeletal bones of a dead human body that remain after hydrolysis in a hydrolysis facility. Bones are mechanically processed to reduce them to small particle size, similar to that of cremated remains. Any reference to “cremated remains” in these by-laws is understood to include hydrolyzed remains.
- 1.26. **“Interment”** – See Burial

References to “interment” in this by-law shall be deemed to include inurnment unless otherwise specified.

- 1.27. **“Interment Right”** means the right to require or direct the interment or disinterment of human remains or cremated human remains in a grave, lot, niche or crypt and to authorize the installation (and inscriptions) of a monument or marker.
- 1.28. **“Interment Rights Certificate”** means the document issued by the cemetery operator to the purchaser once the interment rights to a specific lot have been paid in full, identifying ownership and authority over those specific interment rights.
- 1.29. **“Interment Rights holder”** means the person(s) authorized or entitled to authorize the interment of human remains in a specified lot. They may be the person named in the Interment Rights Certificate or such other person to whom the rights have been assigned.
- 1.30. **“Inurnment”** means the placing of cremated human remains in a niche.

References to “interment” in this by-law shall be deemed to include inurnment unless otherwise specified.

- 1.31. **“Lot”** means an area of land in a cemetery containing, or set aside to contain, interred human remains and includes a tomb, crypt or compartment in a mausoleum and a niche or compartment in a columbarium and any other similar facility or receptacle.
- 1.32. **“Marker”** means any permanent memorial structure – upright monument, flat marker, plaque, headstone, cornerstone or other structure or ornament affixed or intended to be affixed to a burial lot, mausoleum crypt, columbarium niche or other structure or place intended for the deposit of human remains and may be used to indicate the location of a burial
- 1.33. **“Mausoleum”** means the permanent building used to house above ground human crypts.
- 1.34. **“Monument”** means any permanent memorial projecting above the ground installed within the designated space to mark the location of a burial or lot.
- 1.35. **“Niche”** means an individual compartment in a columbarium for the entombment of cremated human remains.
- 1.36. **“Opening and Closing Fee”** The fee charged by the cemetery operator to excavate a grave for an interment and then refill the grave, or to open and re-seal a niche or crypt for the entombment of a casket or urn with cremated remains.
- 1.37. **“Plot”** for the purpose of this by-law means two or more lots in respect of which the rights to inter have been sold as a unit.
- 1.38. **“Public Register”** means the register that is required to be made available to the public and contains the information as prescribed under the FBCSA, Ontario Regulation 30/11.
- 1.39. **“Registrar”** means the Registrar appointed under the FBCSA.
- 1.40. **“Regular Interment”** means the interment of human remains which have not been cremated.
- 1.41. **“Regulations”** means the regulations made pursuant to the *Funeral, Burial and Cremation Services Act, 2002*, as amended.
- 1.42. **“Transferee”** means a person wherein the interment rights with respect to a lot(s) or niche(s), have been either transferred or resold to such person.
- 1.43. **“Treasurer”** means the Treasurer of The Corporation of the Town of Ingersoll.
- 1.44. **“Urn”** means any container used to hold cremated human remains.
- 1.45. **“Vault”** means a burial chamber (underground).

2. GENERAL INFORMATION

The Township of Zorra, as owner of the Cemetery lands, is responsible for the grounds operations and maintenance of the Cemetery in accordance with the joint municipal agreement. The Corporation of the Town of Ingersoll, as the licensed Cemetery Operator, is responsible for the administration and operation of the Cemetery in accordance with the Funeral, Burial and Cremation Services Act, 2002, this By-law, and the joint municipal agreement.

2.1. Hours of Operation:

- (a) Municipal Office hours are Monday to Friday, 8:00 a.m. to 5:00 p.m., excluding statutory holidays. Sales and inquiries are available year-round during regular Municipal Office hours.
- (b) Normal interment or inurnment hours are Monday to Friday, 9:00 a.m. to 3:00 p.m., excluding statutory holidays.
- (c) Cemetery visiting hours are Monday to Sunday, dawn till dusk.

Interments Outside of Normal Hours of Operation:

- (a) Interments may be requested to take place on a Saturday-between the hours of 10:00 a.m. and 1:00 p.m., however additional charges will apply. These charges are identified in the Cemetery Price List.

2.2. Winter Operations:

- (a) The cemetery grounds are closed to vehicular traffic during winter months. Cemetery roads and driveways are not maintained during this period. Pedestrian visitation is permitted; however, visitors enter at their own risk
- (b) No interments, inurnments or disinterments will be performed during the winter months, as determined by the Cemetery Operator based on weather and ground conditions
- (c) The cemetery will reopen to vehicular traffic and interments will resume in the spring at the discretion of the Cemetery Operator, once weather and ground conditions permit safe access and operations.
- (d) Sales and inquiries for interment rights and cemetery services continue year-round through the Municipal Office and are not affected by winter closure of the grounds.

2.3. General Conduct:

The Cemetery Operator reserves the right to manage and regulate cemetery operations and activities within the cemetery in accordance with this By-law and the joint municipal agreement between The Corporation of the Town of Ingersoll and the Township of Zorra.
(See Section 14 for "Rules for Visitors").

2.4. Privacy:

The Cemetery Operator collects, uses, discloses, and retains personal information in accordance with the *Municipal Freedom of Information and Protection of Privacy Act* and all applicable federal and provincial legislation, as well as the Town's records retention and routine disclosure policies.

Individuals may request access to their personal information in writing and are responsible for ensuring that their information is accurate and up to date.

2.5. Correction of Errors:

In case of an error made by the cemetery operator during an interment, disinterment or removal, or in the transfer of any interment rights for a lot, plot, crypt or niche, the cemetery operator reserves the right to correct the error, and will take the following action, in consultation with the interment rights holder or their authorized representative:

- In the case of a transfer of interment rights, cancel such transfer and substitute and grant in lieu thereof other interment rights such as lot, plot, crypt or niche of equal or greater value and similar location as far as is reasonably possible and as may be selected by the cemetery operator, in its sole and absolute discretion, or refund a portion or all the money paid on account of the purchases of said interment rights, as shall be determined by the cemetery operator.
- In the event of any such error that may involve the interment or disinterment or removal of the remains of any person or persons in any lot, plot, crypt or niche, the cemetery operator, upon written notification of the interment rights holder and the Medical Officer of Health, as necessary, may disinter and re-inter the remains in such other lot, plot, grave, crypt or niche of equal or greater value and similar location as may be substituted and granted in lieu thereof.

2.6. By-law:

The Cemetery Operator shall be governed by this by-law and all procedures will comply with the *Funeral, Burial and Cremation Services Act, 2002*, which may be amended periodically.

To the extent that any particular provision of this by-law is in conflict with the provisions of the *Funeral, Burial and Cremation Services Act, 2002*, the provisions of the *Funeral, Burial and Cremation Services Act, 2002* shall govern and this by-law shall be deemed to have been amended to conform thereto in all respects.

2.7. By-law Amendments:

All amendments to this By-law amendments must be:

- (a) Published once in a newspaper with general circulation in the locality in which the cemetery is located;
- (b) Conspicuously posted on a sign at the entrance of the cemetery; and
- (c) Delivered to each supplier of markers who has delivered a marker to the cemetery during the previous year, if the by-law or by-law amendment pertains to markers or their installations.

All by-laws and by-law amendments are subject to the approval of the Registrar, FBCSA, Bereavement Authority of Ontario (BAO).

2.8. Liability:

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

2.9. Public Register:

A public register shall be maintained by the Cemetery Operator and made available for inspection by the public during regular office hours at the Town of Ingersoll Municipal Office, located at 130 Oxford Street (second floor), Ingersoll, Ontario.

The public register shall contain the information required to be recorded and made available in accordance with the applicable regulations under the *Funeral, Burial and Cremation Services Act, 2002*.

The Cemetery Operator may, at its discretion, make the public register or portions thereof available through electronic means.

2.10. Pets and Other Animals:

Only human remains shall be interred in the cemetery. Full body or cremated pet remains are not allowed to be interred or scattered anywhere on cemetery grounds.

2.11. Right to Re-Survey:

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

3. FINANCIAL

3.1. All fees and charges shall be established by Council through the Town's Fees and Charges By-law, as amended from time to time.

3.2. Payments for all purchases and services pertaining to the Cemetery shall be paid to the Cemetery Operator as follows:

- All interment rights, purchases and services shall be paid in full at the time of purchase or service;
- Interments shall be paid in full before a burial can take place.

Payments shall be submitted by cash, cheque or debit. Cheques shall be made payable to the "Town of Ingersoll" (Cemetery Operator).

The Cemetery Operator does not offer financing, instalment payments or borrowing arrangements. All purchases and services must be paid in full prior to issuance of an Interment Rights Certificate or provision of services.

3.3. All revenue and other monies belonging or pertaining to the Cemetery shall be received by the Treasurer.

3.4. As required by Sections 166 and 168 of Ontario Regulation 30/11, a percentage of the purchase price of all interment rights, and a prescribed amount for monuments and markers is contributed into the care and maintenance fund. Income from this fund is used to provide only general care and maintenance of the cemetery. Contributions to the care and maintenance fund are not refundable except when interment rights are cancelled within the thirty (30) day cooling off period.

3.5. The Treasurer shall keep such books, accounts and records as are necessary for properly recording and exhibiting all financial matters pertaining to the Cemetery as may be prescribed.

3.6. The Treasurer shall maintain, invest, and administer the Care and Maintenance Fund in accordance with the provisions of the Act and the regulations made thereunder.

4. SALE OF INTERMENT RIGHTS

4.1. The purchase of interment rights is not a purchase of real estate or real property. Interment right holders acquire only the right to direct the burial of human remains, and the installation of monuments, markers, and inscriptions, subject to the conditions set out in these cemetery by-laws. No burial, entombment, or installation of any monument, marker, inscription, or memorialization is permitted until the interment rights have been paid in full and the interment rights certificate has been issued. (See Section 3.2 of this by-law for rules on payments).

An Interment Rights Holder wishing to resell their interment rights must advise the Cemetery Operator of their intention prior to seeking a third party buyer for their interment rights. (See Section 5 for Resale of Interment Rights).

4.2. The Cemetery Operator has for sale the following interment rights:

- Regular Lots
- Cremation Lots
- Columbarium Niches
- Mausoleum Crypts

In accordance with the FBCSA and regulations, the purchaser of interment or rights must enter into a contract with the cemetery operator, providing such information as may be required by the cemetery operator for the completion of the contract and the public register. The purchaser will receive:

- (a) A copy of the contract
- (b) A copy of the cemetery by-laws
- (c) A copy of the price list
- (d) The BAO's publication A Guide to Death Care in Ontario, also known as the "Consumer Information Guide."

The interment rights certificate will be forwarded to the person(s) listed as the interment rights holder(s) in the contract, after full payment is received.

- 4.3. All prices for cemetery lots and services shall be set out in the Cemetery Price List. Prices for lot(s) shall include the applicable portion for deposit to the Cemetery's Care and Maintenance Fund. (See Section 3.2 for payments regarding interment rights).
- 4.4. The portion of monies received for interment rights specific to the Cemetery Care and Maintenance Fund shall be held by the Treasurer for a period of thirty (30) days as prescribed by the Act.
- 4.5. The Cemetery Operator shall, after the thirtieth (30th) day but before sixty (60) days, transfer the Care and Maintenance portion of monies received for interment rights into the Cemetery Care and Maintenance Fund.
- 4.6. In order for the Contract for Purchase of Interment Rights to be valid, it must be signed and dated by both the Purchaser and the duly authorized representative of the Cemetery Operator.
- 4.7. The Interment Rights Certificate (Schedule B) shall specify:
- (a) the name of the Interment Rights Holder,
 - (b) the location of the lot;
 - (c) the date of purchase;
 - (d) the amount paid for the lot;
 - (e) the amount to be deposited in the Care and Maintenance Fund;
 - (f) the amount of tax;
 - (g) the amount refundable;
 - (h) a statement regarding transfer/resale restrictions of said interment rights;

and shall be subject to the provisions of the *Funeral, Burial and Cremation Services Act, 2002*, and the Ontario Regulations in effect thereunder and to the approved by-laws of the Cemetery Operator which may be in effect from time to time.

- 4.8. The purchaser of interment rights shall be provided with a Contract (Schedule A), at the time the Contract is made, which shall indicate:
- (a) the name, address and telephone number of the Operator;
 - (b) the Operator's licence number as provided by the Registrar;
 - (c) the date interment rights were purchased;
 - (d) the name, address and telephone number of the purchaser;
 - (e) the name, address and telephone number of the Interment Rights Holder;
 - (f) the location of the lot(s) being purchased;
 - (g) the number and type of interments permitted in each lot/niche/crypt;

- (h) the purchase price including an itemized breakdown of cemetery supplies and services charges and all applicable taxes;
 - (i) the amount being set aside for the Care and Maintenance Fund;
 - (j) the existence of a by-law that governs the operation of the Cemetery and includes restrictions on interment rights in the Cemetery.
- 4.9. A Contract for the provision of licensed supplies or services is not enforceable by the Operator unless,
 - (a) the Contract is written, signed by both parties and complies with the regulations;
 - (b) the Contract sets out the purchaser's cancellation rights under the Act;
 - (c) the Contract sets out all the supplies and services to be provided and the price charged for each of them;
 - (d) the Operator delivers a signed copy of the Contract to the purchaser; and
 - (e) in the case of a Contract for the purchase of interment rights, the Operator delivers to the purchaser,
 - (i) a copy of the By-laws of the Cemetery and written notice as to whether the By-laws of the Cemetery permit the purchaser to resell the interment rights to a third party, and
 - (ii) a description of the location of the lot that is purchased.
- 4.10. The Cemetery Operator shall not reserve lots for future purchase.
- 4.11. A bronze plaque is required for all columbarium niches and shall be supplied and installed in accordance with the Cemetery Operator's specifications.
- 4.12. The Interment Rights Holder shall notify the Cemetery Operator in writing within thirty (30) days of any changes in their mailing address.

5. CANCELLATION OR RESALE OF INTERMENT RIGHTS

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

A purchaser has the right to cancel a contract for interment rights within thirty (30) days of signing the interment rights contract, by providing written notice of the cancellation to the cemetery operator. The cemetery operator will refund all monies paid by the purchaser within thirty (30) days from the date of the request for cancellation. However, if any portion of the interment rights purchased in this contract have been exercised, the contract is deemed to have been fulfilled and the rights holder no longer has the right to cancel the contract and receive a refund for the rights purchased.

5.2. Resale and Transfer of Interment Rights:

The rights holder has the right to sell their interment rights to a third-party before the rights are exercised, at an amount that is no greater than the price of those rights as indicated on the cemetery's current price list at the time of resale, and as long as the sale or transfer is conducted through the Cemetery Operator. Before reselling the rights, the rights holder may first inquire whether the cemetery operator is willing to repurchase the rights at a negotiated price.

Any resale of interment rights must meet the qualifications and requirements as outlined in this by-law and be in keeping with the FBCSA and Ontario Regulations.

If any portion of the interment rights in relation to a specific lot has been exercised, the purchaser, or the Interment Rights Holder(s) is not entitled to re-sell the interment rights in relation to that specific lot.

Where a transfer or resale of interment rights occurs, the Care and Maintenance Fund contribution previously paid in respect of those interment rights shall not be charged a second time.

5.3. Requirements for Resale of Interment Rights:

- (a) The Interment Rights Holder(s) intending to sell their rights shall provide the following documents to the Cemetery Operator so that the operator can confirm the ownership of the rights and provide the third party purchaser with a required certificate etc.:
 - (1) an Interment Rights Certificate endorsed by the current Rights Holder;
 - (2) a written statement of the number of lots that have been used in the plot and the number of lots that remain available;
 - (3) any other documentation in the Interment Rights Holder(s) possession relating to the rights.
 - (b) The third party purchaser will be provided with the following documents by the Cemetery Operator:
 - (1) an Interment Rights Certificate;
 - (2) a copy of the cemetery's current by-laws;
 - (3) a copy of the cemetery's current price list;
 - (4) a written statement of the number of lots that have been used in a plot and the number of lots that remain available; and
 - (5) any other documentation in the Interment Rights Holder(s) possession relating to the rights.
 - (c) The Cemetery Operator will require:
 - (1) the following Resale Endorsements completed and signed:
 - Rights Holder(s) Endorsement of Resale;
 - Acknowledgement of Transferee(s); and
 - Cemetery Operator Acknowledgement and Acceptance of the Resale.
 - (2) confirmation that the person selling the interment rights is the person registered on the cemetery records and that they have the right to re-sell the interment rights;
 - (3) a statement of any money owing to the Cemetery Operator in respect to the interment rights.
- 5.4. Once the endorsed certificate and all required information has been received by the Cemetery Operator from the rights holder(s), the Cemetery Operator will issue a new Interment Rights Certificate to the third party purchaser.
- 5.5. Upon completion of Section 5.3 and 5.4, the third party purchaser or transferee(s) shall be considered the current Interment Rights Holder(s) of the interment, and the resale or transfer of the interment rights shall be considered final in accordance with the cemetery by-laws and the FBCSA.
- 5.6. The Cemetery Operator shall charge an administration fee for the resale or transfer of interments rights in accordance with the current Cemetery Price List. The administration fee is due at the time of resale or transfer.
- 5.7. **Repurchase of Interment Rights:**
- The Cemetery Operator does not prohibit the resale of an interment rights and may repurchase the interment rights from the Rights Holder(s) if the Cemetery Operator so desires, and may negotiate a purchase price so long as the seller acknowledges being aware of the Cemetery Operators current price list amount for interment rights.
- The Cemetery Operator shall not repurchase the interment rights of any lot or plot wherein the rights have been exercised. Also, the Cemetery Operator shall not repurchase the interment rights of any lot or plot wherein a monument/ marker is installed on said lot or plot, unless the Rights Holder removes such monument/marker at their own expense prior to the repurchase.
- 5.8. For contracts entered into prior to July 1, 2012 - Upon receiving written notice from a purchaser of interment rights requesting the cancellation of interment rights after the thirty day cooling -off period, the cemetery operator will cancel the contract and issue a refund to the purchaser for the amount paid for the interment rights less the amount required to be deposited into the Care and Maintenance Fund. This refund will be made within thirty days of receiving said notice. If an 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.

For contracts entered into on or after July 1, 2012, the Cemetery Operator is not required to accept a cancellation request or issue a refund after the 30-day cooling-off period. Rights Holders of post-2012 contracts may instead proceed via Third-Party Resale or Voluntary Repurchase.

6. TRANSFER OF INTERMENT RIGHTS

- 6.1. For the purposes of this section, 'Transfer' means a gift, a bequest or devolution under a will, but not a resale of interment rights. The Cemetery reserves the right to require the production of a notarial copy of the Will or Certificate of Appointment of Estate of Trustee or other evidence sufficient to prove ownership or authority to deal with the interment rights.
- 6.2. To ensure the correctness of records of ownership and interments, no transfer of any lot/niche/crypt or interest therein shall be binding upon the Cemetery until a Transfer Form and such other particulars as may be necessary for proper identification is completed and given to the Cemetery Manager. Upon receipt of the Transfer Form and other documentation if required, and payment of a fee, the transfer shall be made and a new Interment Rights Certificate issued to the Transferee along with a copy of the cemetery by-law and price list.
- 6.3. In the case of a transfer, the Cemetery Caretaker or designate must confirm that all lots transferred are usable prior to an interment taking place.

7. INTERMENTS

- 7.1. The Interment Rights Holder(s) must complete an Order for Interment Form prior to a burial taking place. Should the Interment Rights Holder be deceased, the Order for Interment Form shall be completed by the person authorized to act on behalf of the Interment Rights Holder, i.e.. Personal Representative, Estate Trustee, Executor or Next of Kin.

The Order for Interment Form may be completed and submitted by a license funeral establishment operating on behalf of the Interment Rights Holder or authorized representative, including where arrangements have been made through a pre-arranged funeral contract.

- 7.2. When interment rights are held jointly by two or more persons, an Order for Interment Form will be accepted from either or any of them or their authorized representative.
- 7.3. Verbal orders for interments shall be accompanied by a completed Order for Interment Form prior to an interment taking place.
- 7.4. The Cemetery shall not be responsible for any errors on the Order for Interment Form and shall not be responsible for any errors or misunderstandings that may arise on verbal orders.
- 7.5. An Authorization Form shall be completed for a request for an interment/ inurnment in the event that the interment rights for a lot/niche/crypt are not recorded under the deceased's name.
- 7.6. A burial permit issued by a Division Registrar or equivalent document showing that the death has been registered with the province must be provided to the Cemetery Manager or Cemetery Caretaker or designate prior to a burial taking place. A Certificate of Cremation must be submitted to the Cemetery Manager or Cemetery Caretaker or designate prior to an interment of cremated remains taking place.
- 7.7. In accordance with the FBCSA the purchaser of interment rights must enter into a cemetery contract, providing such information as may be required by the Cemetery Operator for the completion of the contract and the public register prior to each interment.

- 7.8. Persons requesting an interment shall be held responsible for all charges incurred. The interment fees include the opening and closing of a lot/niche. Rates may be adjusted from time to time without prior notice by the Cemetery Operator. (See Section 3.2 for payments regarding interment).
- 7.9. Any person(s) who wishes to make arrangements for an interment shall give the Cemetery Operator notice of each interment at least two business days advance notice, except under special circumstances. The Cemetery Operator cannot be responsible for having lots prepared for funerals unless such notice is given by such person(s).
- 7.10. 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 Operator's control, a burial cannot be made at the scheduled time, the burial shall be completed as soon as possible at a later time.
- 7.11. No interment shall be made on a Sunday or Statutory Holiday, 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.
- All burials must be completed by 4:00 pm on the day of interment, including service and closing procedures.
- 7.12. The opening and closing of graves, crypts and niches may only be conducted by the cemetery operator or those designated to do work on behalf of the cemetery.
- The cemetery retains the right of passage over every grave so that the cemetery operations may be performed effectively.
- The cemetery reserves the right to temporarily relocate a monument or marker if required to open and close a lot. The cemetery may also temporarily place the removed soil on an adjacent lot while an interment or disinterment is being carried out. The cemetery will make reasonable efforts to restore all lots after the interment or disinterment has been completed.
- 7.13. Scattering of cremated remains is prohibited anywhere on cemetery grounds.
- 7.14. The following interment capacities shall apply:
- (a) Not more than one (1) full body interment shall be permitted in a regular or memorial lot.
 - (b) In addition to one (1) full body interment, up to four (4) cremation interments may be permitted in a regular or memorial lot.
 - (c) Where no full body interment has taken place, up to four (4) cremation interments may be permitted in a regular or memorial lot.
 - (d) In a cremation lot, a maximum of two (2) cremation interments shall be permitted, with one twenty-inch by twenty-inch (20" x 20") marker, including the base.
 - (e) In a regular size grave, where cremation interments occur, no more than four (4) cremation interments shall be permitted, with only one twenty-inch by twenty-inch (20" x 20") flat marker placed at the foot of the grave.
 - (f) Eligibility for interment in the Field of Honour shall be determined by the funeral director, the Royal Canadian Legion, and/or Veterans Affairs Canada.
- 7.15. Remains must be delivered to the cemetery for interment in a closed casket or rigid container, sealed securely, and of sufficient strength to permit the burial with the container remaining intact. Bodies delivered or presented only in a shroud will not be accepted for interment. The casket must be of a size to permit a burial within the size of the lot. (See Section 7.18 for information regarding vaults).
- 7.16. Vaults are highly recommended for all regular interments in the cemetery. If vaults are to be used, the Funeral Directors may be required to keep vault sizes to standard or oversize as the placement of jumbo vaults or any vaults larger than oversize may jeopardize a future burial in an adjacent lot.
- 7.17. Urn vaults with exterior dimensions larger than 15" in length x 15" in width x 18" in height will be considered a full burial.

7.18. An urn may be placed inside a casket to be interred, however, a fee will be required for one (1) regular interment and one (1) cremation interment at the same time, as determined by the Cemetery Price List.

7.19. When regular interments are required, the funeral home which is conducting the burial shall be responsible for the supply and operation of lowering devices and artificial grass, whether owned by the funeral home or leased from a supplier by the funeral home.

The provision and coordination of pallbearers shall be the responsibility of the funeral home or the family of the deceased and not the Cemetery Operator.

7.20. The Cemetery Caretaker or designate will be in attendance at each interment/inurnment.

7.21. The Cemetery Operator will exercise all due care when making interments and disinterments, but it is not responsible for damage to any casket, urn or other container sustained during interment or disinterment.

7.22. Where no interment has taken place in a lot for a period of twenty (20) years or more, the Cemetery Operator may initiate the process to cancel and repossess the unused interment rights, in accordance with the Funeral, Burial and Cremation Services Act, 2002 and its regulations.

Such process should include providing notice to the Interment Rights Holder and any other required parties, in accordance with the Act and applicable regulations.

7.23. Payment: Interment rights and all services must be paid for in full to the Cemetery Operator before a burial may take place. No monument, marker, foundation or inscription or memorialization shall be installed until all applicable fees and charges have been paid in full.

7.24. Authorization of Social Services Agency: If applicable, written instructions from a social services administrator must be submitted to the cemetery operator before a burial financially assisted by a Social Services Agency may take place.

8. DISINTERMENTS

8.1. Human remains may be disinterred from a lot provided that the written consent (authorization) of the Interment Rights Holder has been received by the cemetery operator and the prior notification of the medical officer of health. A certificate from the local medical officer of health must be received at the cemetery office before the 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.

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

8.3. Any person(s) who wishes to make arrangements for a disinterment shall give a minimum five (5) days written notice to the Cemetery Operator so that arrangements can be confirmed with the local Health Unit.

8.4. The human remains of persons who have died from contagious diseases may be removed only with the consent of the local medical officer of health or other public official having authority.

8.5. When a disinterment is to take place, the Cemetery Caretaker or designate is responsible to open the grave and the Funeral Director retained for the purpose of the disinterment is responsible to disinter the body.

8.6. The cemetery is not responsible for damage to any casket, urn, container or vault which may occur during a disinterment. Additionally, due to the length of time that a casket, urn, container or vault has been interred and the conditions to which it has been exposed, the cemetery cannot guarantee that it can retrieve the complete

casket, urn, container or vault interred in the cemetery. Should a new casket, urn or container be required at the time of disinterment, it shall be at the expense of the party authorizing the disinterment. Additionally, the cemetery operator has the right to request that a licensed funeral director be present for the disinterment at the expense of the party authorizing the disinterment.

The Cemetery Operator and Cemetery Caretaker are responsible for opening and closing the grave only. The handling, transfer, removal, packaging or transportation of human remains, caskets, urns, vaults or associated contents shall be the responsibility of the licensed funeral director or other authorized persons retained for the interment.

- 8.7. Disinterments will be scheduled at a day and time designated by the cemetery operator. The cemetery operator reserves the right to close the cemetery or the section where the disinterment is to take place. Only those persons required or permitted by the cemetery to attend a disinterment shall be allowed to enter the cemetery or the section involved during a disinterment.
- 8.8. If reinterment does not take place within the same lot and any existing memorialization (including a monument, marker, niche front, or crypt front) must be removed, all costs associated with the removal, transportation, storage, reinstallation, or replacement of the memorialization shall be the responsibility of the Interment Rights Holder or person authorizing the work. Any such work shall be arranged through a monument company approved by the Cemetery Operator and carried out in accordance with this By-law.
- 8.9. Once a disinterment has been completed, the lot space shall be considered available to the interment rights holder for a new interment, transfer or resale in accordance with these by-laws. If the grave, niche or mausoleum space from which a disinterment has occurred, is transferred or resold, the new interment rights holder must be made aware of the previous disinterment and agree in writing to such knowledge as part of the transfer or resale agreement.

9. COLUMBARIUM AND MAUSOLEUM REGULATIONS

- 9.1. No interment shall be made without permission from the Interment Rights Holder or a person authorized to act on the Holder's behalf.
- 9.2. No interment shall be permitted until all payments due to the Cemetery have been made.
- 9.3. Only the Cemetery Operator or a designated representative may open and seal niches or crypts for interments. This applies to the inside sealer and the crypt front.
- 9.4. Only the Cemetery Operator or a designated representative shall remove or alter niche or crypt fronts.

To ensure quality control, uniformity and consistency throughout the cemetery, all inscriptions, lettering, engraving, etching and related work on niche fronts and crypt front shall be completed only by persons authorized by the Cemetery Operator.

- 9.5. Two (2) cremated remains are allowed to be placed in each niche as long as the urn(s) comply with the dimensions of the niche.
- 9.6. Any urn which cannot be contained within the niche shall not be inurned.
- 9.7. Flowers, wreaths and designs placed against or near any part of the Columbarium will be removed. No glass vases or other breakable items are allowed to be placed in the Columbarium section. Nothing is to be attached to the face of the Columbarium other than the bronze plaque purchased for each niche.
- 9.8. In the event of damage to the columbarium, a niche or the facing thereof caused by someone other than an Interment Rights Holder or a contractor or other individual acting under his or her instructions, the Cemetery shall 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 which is as

similar as possible to the material which has been damaged 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.

- 9.9. Only one (1) flat marker shall be permitted on a cremation lot or baby lot, the lots in Section K.

The marker, including any granite or concrete border, shall not exceed thirty inches (30") in width and twenty (20") in depth (front to back).

All markers shall be installed flush with the ground and in a location approved by the Cemetery Operator.

10. MONUMENTS AND MARKERS

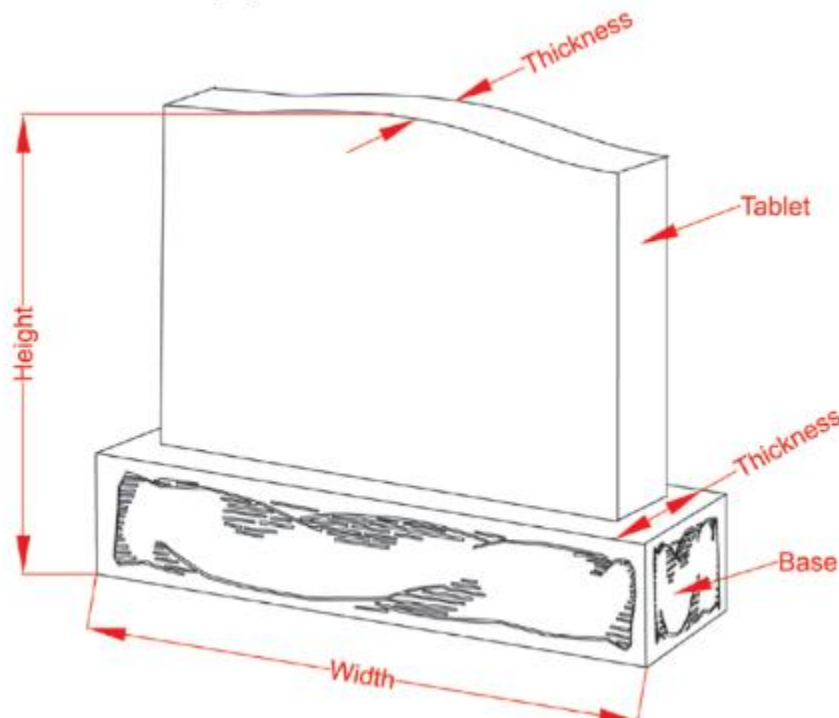
- 10.1. No monument, marker, or other structure shall be erected, placed, altered, or removed without the prior written approval of the Cemetery Operator.
All proposed memorials are subject to approval by the Cemetery Operator, including dimensions, materials, construction details, proposed location, and inscription.

No memorial or other structure shall be erected or permitted on a lot until all applicable fees have been paid in full, including the Care and Maintenance fee and any applicable foundation installation fee.

- 10.2. The Cemetery Operator reserves the right to determine the maximum size of monuments/markers, their composition, their number and their location on each lot with the following conditions:

- (a) All monuments/markers must be of a size that would not interfere with any future interments
- (b) Not more than one (1) upright monument and one (1) marker shall be permitted on a single grave where permitted
- (c) All monuments and markers shall be constructed of granite or bronze that is affixed to granite.
- (d) Upright monuments:

Upright Monument Dimension Guide

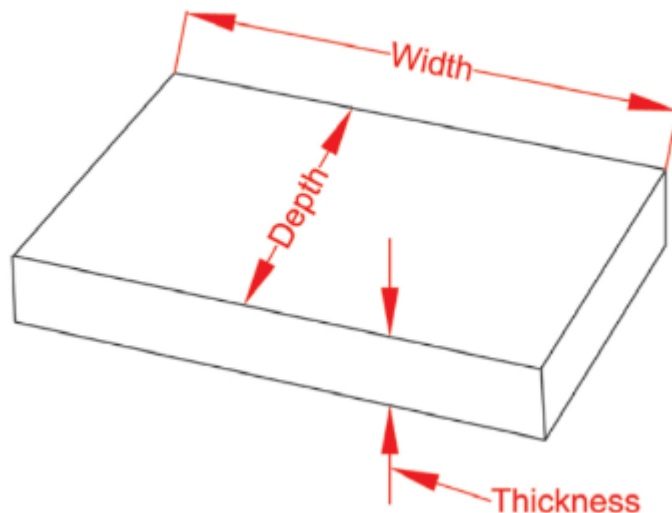


- i. All upright monuments shall be placed in the established monument row of the grave unless otherwise indicated by the Cemetery Operator.
- ii. All upright memorials shall consist of a tablet installed on a base that is installed on a concrete foundation (see foundations below).

- iii. all tablets must have a base underneath that is of greater width and thickness than the tablet and a height of no less than six inches (6") - except in cases of pillow style memorials, boulders or benches.
- iv. on a single grave, the width of the monument (inclusive of any base), shall not exceed thirty inches (30") in width. If the monument exceeds thirty eight inches (38") in height, inclusive of any base, then the tablet must be a minimum of eight inches (8") thick.
- v. on multiple graves (i.e. two or more), the width of the monument (inclusive of base), shall not exceed 2/3rds of the total width of the graves the marker is centered on. If the memorial exceeds thirty-eight inches (38") in height (inclusive of base) then any tablet must be a minimum of eight inches (8") thick.
- vi. All monument tablets shall have a minimum thickness of six inches (6") at the bottom (bed) of the tablet where it meets the top of the base.
- vii. no monument (inclusive of base or any other sub structure) shall exceed forty-eight inches (48") in height
- viii. no monument (inclusive of base) shall exceed twenty-two inches (22") in thickness when located in an established monument row.
- ix. in cases where there is no established monument row (in older sections) the Cemetery Operator will determine if a memorial can safely be installed and will determine the maximum size and placement at that time.

1. Flat Markers:

Flat Marker Dimension Guide



- i. A flat marker may be placed in the established monument row of a grave provided there is no upright monument or marker already erected in the established monument row on said grave.
- ii. a secondary flat marker may be placed at the opposite end of the monument/marker on a grave that contains an existing upright monument or marker in the established monument row.
- iii. If there is no established monument row then the Cemetery
- iv. Operator will determine the location of the marker placement.
- v. the minimum thickness (top to bottom) for the granite portion of a flat marker in any section is four inches (4").
- vi. on a single grave, a flat marker shall not exceed thirty inches (30") in width, inclusive of any concrete or granite border.
- vii. On multiple graves (i.e. two or more), a flat marker shall not exceed 2/3rds of the total width of the graves the

- marker is centered on, inclusive of any concrete or granite border.
- viii. a flat marker placed in the established monument row of a grave shall not exceed twenty-two inches (22") in depth inclusive of any cement or granite border.
 - ix. a flat marker placed outside of the established monument row of a grave shall not exceed twenty inches (20") in depth inclusive of any cement or granite border.
 - x. While no margin around a flat marker is required, only granite or concrete margins will be allowed and must be included when determining the maximum width and depth of the flat marker.
 - xi. all markers, in any area, are to be flat (flush) on top and set
 - xii. level with the ground so that a lawn mower can pass safely
 - xiii. over them.

10.3. **Pillow Style Memorials**

Pillow style memorials will be permitted but must adhere to all upright monument sizing established with the following amendments/additions:

- (a) Pillow style memorials must be eight inches (8") at the back and slope to five inches (5") at the front.
- (b) Pillow style memorials without a base may be installed on a slab foundation unless otherwise stated by the cemetery operator.
- (c) If a base is added under a pillow style memorial, the base must extend two inches (2") around all sides and be no less than four inches (4") high.
- (d) Pillow style memorials that include a base underneath must have a full depth foundation.

10.4. **Boulder Memorials**

Boulder memorials will be permitted and must adhere to all upright monument sizing established with the following amendments/additions:

- (a) Only boulders that are made of granite will be allowed.
- (b) All boulders must have a cut bottom (bed) with a flat surface
- (c) All boulders must be thicker (front to back) at the bottom than at the top of the boulder
- (d) Boulders sitting on their own (with no base) must have a minimum thickness (front to back) of ten inches (10") at the bottom where it meets the concrete foundation.

10.5. **Granite Benches**

Granite benches will be permitted and must adhere to all monument sizing unless otherwise approved by the Cemetery Operator.

- 10.6. Above grade interments will be permitted within memorials but must adhere to all monument sizing established and be approved by the Cemetery Operator. Urns must be secured in a fashion that will prevent theft or damage. All memorials including above grade interments must be approved by the Cemetery Operator.
- 10.7. In the event that a monument located on a grave prevents a regular interment from taking place (e.g. in older sections of the cemetery), only cremated remains will be permitted to be interred on such grave unless the Interment Rights Holder is prepared to remove, at its own expense, such monument/foundation to permit a regular interment to take place.
- 10.8. No monument, footstone, marker or memorial of any description shall be placed, moved or removed without permission from the Cemetery Operator.
- 10.9. Minor scraping of the monument base of an upright monument due to grass/lawn maintenance is considered to be normal wear.
- 10.10. The Cemetery Operator will take reasonable precautions to protect the property of Interment Rights Holders, but assumes no liability for the loss of, or damage to, any monument, marker, or other structure, or part thereof.

- 10.11. The Cemetery Operator does not accept any responsibility or liability for a picture, photograph or monument should a picture or photograph become lost, faded, cracked, damaged or need to be removed.
- 10.12. Any monument or marker that is deemed a risk to public safety by the Cemetery Operator will result in actions taken in accordance with the Funeral, Burial and Cremation Services Act and Cemeteries Act so as to make the memorial safe.
- 10.13. The Cemetery Operator 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 as determined by the Cemetery Operator.
- 10.14. Temporary markers may be permitted for a period not exceeding 90 days following interment, after which the Cemetery Operator may remove and dispose of them without notice.
- 10.15. All work done by monument/marker dealers should be done during regular hours of the Cemetery, unless special permission is obtained from the Cemetery Operator.
- 10.16. **Contractor Responsibility**

Any contractor performing work at the cemetery at the request of any person who damages any grave, upright monument, marker 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.

Any contractor performing work within the cemetery shall maintain liability insurance and Workplace Safety and Insurance Board (WSIB) coverage as required by law and shall provide proof of such coverage upon request. Any contractor who causes damage to any lot, monument, marker or structure shall be responsible for such damage and may be held liable for all associated repair costs.

Please see section 13.8.

11. FOUNDATIONS

- 11.1. A concrete foundation shall be required for all upright monuments unless otherwise indicated by the Cemetery Operator.
- 11.2. No foundation (full depth or slab) shall be erected or permitted on any grave(s) until the Care and Maintenance fee has been paid in full.
- 11.3. All foundations will be completed by and at the expense of the Interment Rights Holder or entity authorized to act on the Holder's behalf.
- 11.4. Foundation work shall only be completed when weather and ground conditions permit proper installation and curing of the concrete.
- 11.5. The foundation shall be built in the designated space (i.e. established monument row) or area otherwise approved by the Cemetery Operator.
- 11.6. All foundations will be the exact size of the memorial bottom (that contacts the top of the foundation) at minimum. The Cemetery Operator reserves the right to allow for a margin and will establish the size of the margin accordingly.
- 11.7. All foundations tops are to be level and set on grade.
- 11.8. No foundation work can be started without the authorization of the Cemetery
- 11.9. Operator. Any foundations constructed without said authorization will be removed at the expense of the persons or company that placed said foundation.
- 11.10. Locations and mark outs for foundations must be requested a minimum of seventy-two (72) hours prior to planned installation of the foundation.

- 11.11. All full depth foundations will be a minimum of 1.23 metres (4 feet) deep, and they shall be set at the direction of the Cemetery Operator. Foundations must be cured for a minimum of forty-eight (48) hours before placing the monument.
- 11.12. Slab foundations will only be installed when a full-deep foundation is not possible or deemed otherwise necessary by the Cemetery Operator. Slab foundations will be a minimum of five inches (5") thick (top to bottom). Foundations shall be constructed so as to provide adequate long-term stability and prevent movement.

12. CEMETERY CARE, MAINTENANCE AND DECORATIONS

12.1. Care and Maintenance Fund

A portion of the purchase price of all interment rights, including in-ground burial lots, columbarium niches and mausoleum crypts, shall be deposited into the Cemetery's Care and Maintenance Fund in accordance with the Funeral, Burial and Cremation Services Act, 2002 and applicable regulations.

The required contribution shall be the greater of the legislated minimum amount or the prescribed percentage of the purchase price.

The income generated from this trust fund is used to maintain, secure and preserve the cemetery grounds and markers in perpetuity. Services that can be provided through this fund include, but are not limited to:

- Lawn care, re-leveling and sodding or seeding of lots
- Maintenance of cemetery roads, sewers and water systems
- Maintenance of perimeter walls and fences
- Maintenance of cemetery landscaping
- Maintenance of mausoleums and columbaria
- Repairs and general upkeep of cemetery maintenance buildings and equipment
- To the extent that income from the Care and Maintenance Fund permits, the cemetery operator will stabilize and secure markers and monuments within the cemetery.

12.2. General Maintenance and Authority

The Cemetery Operator shall maintain all lots and plots, including grading, sodding and mowing.

The Cemetery Operator reserves the right to regulate, remove or prohibit any item placed within the cemetery that:

- poses a safety hazard to visitors or staff
- interferes with cemetery operations or maintenance
- is not in keeping with the dignity and appearance of the cemetery

Prohibited or non-compliant items may be removed and disposed of without notice. The Cemetery Operator shall not be responsible for loss or damage to any articles left on a lot or plot.

12.3. Alteration of Lots and Planting

No person shall do any of the following without prior approval of the Cemetery Operator:

- plant trees, shrubs, or flower beds
- remove sod
- alter the surface of a lot

The Cemetery Operator may restore any lot altered without permission at the expense of the Interment Rights Holder.

12.4. Trees, Shrubs and Landscaping

Shrubs and small ornamental trees may be permitted:

- only on the monument line

- only with approval of the Cemetery Operator
- must not exceed 0.91 metres (3 feet) in height
- must not obstruct adjacent lots

Shrubs and trees must be maintained. If the Interment Rights Holder fails to maintain approved shrubs or trees after being requested to do so, the Cemetery Operator may remove them at the expense of the Interment Rights Holder.

12.5. Flower Beds

Flower beds:

- must be located in front of the monument
- must not exceed the width of the monument
- must not extend more than 50.8 cm (20 inches) from the monument
- must be maintained by the Interment Rights Holder

Flower beds are not permitted:

- behind monuments
- on flat marker sections or urn garden lots

The Cemetery Operator may remove any flower bed that is not maintained or interferes with an adjacent lot, an interment or cemetery operations.

12.6. Flowers and Decorations

Fresh flowers and potted plants are permitted and must be placed:

- within the designated flower bed; or
- in a non-breakable container adjacent to the monument

Only non-invasive, well-maintained plant species may be planted within designated flower beds. The Cemetery Operator may remove any plantings that are invasive, overgrown or interfere with the maintenance or operation of the cemetery.

Unightly or neglected flowers and containers will be removed without notice.

Seasonal requirements:

- Artificial flowers and wreaths are permitted after November 15
- All artificial items must be removed by April 1
- Annual plantings must be cleaned up by October 15
- Unmaintained plantings may be removed after June 1

Glass containers are not permitted.

12.7. Decorative Items and Prohibited Articles

The following are prohibited:

- glass, breakable or hazardous materials
- nails, wires, or items creating safety risks
- candles, incense or flammable items
- fences, railings, hedges or permanent borders (unless approved)

Free-standing items (including solar lights and similar objects):

- must be placed within a defined flower bed
- are not permitted in flat marker sections or urn garden areas

The Cemetery Operator may remove any prohibited or unsafe items without notice.

12.8. Funeral and Temporary Items

Flowers and decorations placed at the time of a funeral will be removed after a reasonable period.

Temporary items may be permitted at the time of interment but may be removed by the Cemetery Operator once the service has concluded.

12.9. Columbarium Decorations

Only fresh cut flowers are permitted near the columbarium.

- Items must not block adjacent niches

- No items may be placed on, attached to, or leaned against the columbarium
- Artificial flowers, wreaths, mementos, and decorative items are not permitted

All items may be removed by the Cemetery Operator without notice.

12.10. **General Cleanliness and Protection of Grounds**

Rubbish must be placed in designated receptacles.

The Cemetery Operator may take necessary measures to protect the grounds during maintenance operations, including the use of protective materials.

Tents may be permitted for interment services only, subject to approval. The provision, installation, removal and associated costs of any tent shall be the responsibility of the funeral home, family, or person arranging the service, unless otherwise authorized by the Cemetery Operator.

13. **CONTRACTOR PROVISIONS**

- 13.1. This by-law applies to all contractors and all work carried out by contractors within the cemetery grounds.

Any contract work to be performed within the cemetery (including but not limited to landscaping, delivery and installation of monuments and markers, inscriptions) requires the written pre-approval of the cemetery operator before the work may begin. Pre-approval documents include design 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 commencing work at any location on the cemetery property

- 13.2. Any contractor who damages any lot, upright monument, marker 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.

- 13.3. Contractors, monument dealers and suppliers shall not enter the cemetery in the evening, weekends or statutory holidays, unless approval has been granted by the Cemetery Operator.

- 13.4. No work will be performed at the cemetery except during the regular business hours of the cemetery, unless approval has been granted by the Cemetery Operator.

- 13.5. Contractors shall temporarily cease all operations if they are working within 100 metres of a funeral until the conclusion of the service. The Cemetery Operator reserves the right to temporarily cease contractor operations at their sole discretion if the noise of the work being performed by the contractor is deemed to be a disturbance to any funeral or public gathering within the cemetery.

- 13.6. Contractors, monument dealers and suppliers shall lay wooden planks on the burial lots and paths over which heavy materials are to be moved in order to protect the surface from damage.

- 13.7. Any contractor who has been requested by an Interment Rights Holder to perform any type of work is required to contact the Cemetery Manager for permission to perform such work.

- 13.8. Contractors performing work at the cemetery for or at the request of any person must provide to the Cemetery Manager:

- proof of liability insurance
- W.S.I.B. coverage

and must comply with all applicable workplace safety and environmental legislation

- Occupational Health and Safety compliance standards
- Environmental Protection

- WHMIS
- Evidence of liability insurance of not less than \$5 million

See Section 10.16

Requests from an Interment Rights Holder for miscellaneous or custom work (e.g., removal of shrubs or other plantings) may be submitted to the Cemetery Manager or designate for consideration. The Cemetery Operator reserves the right to approve or deny such requests and is under no obligation to perform work beyond the standard maintenance of the cemetery.

For the safety of all visitors and staff, all work sites must be secured when left unattended. Contractors working within the cemetery must remove all implements, equipment and garbage from the cemetery at the end of each workday and at the conclusion of the work.

14. RULES FOR VISITORS

- 14.1. All visitors should conduct themselves in a quiet manner that shall not disturb any service being held.
- 14.2. 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.
- 14.3. The Cemetery Caretaker and/or designate are empowered to preserve order and decorum in the Cemetery.
- 14.4. No person may damage, destroy, remove or deface any property within the cemetery.
- 14.5. 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.
- 14.6. No parades other than funeral processions shall be admitted to or be organized within the cemetery except those authorized by the Cemetery Operator.
- 14.7. Minors must be accompanied by an adult while on Cemetery grounds and shall remain under the adult's supervision.
- 14.8. Visitors shall not run or walk over the lots or climb upon the monuments.
- 14.9. Vehicles within the cemetery shall be driven at a moderate rate of speed and shall not leave the roadways.
- 14.10. All-terrain vehicles or snowmobiles shall be prohibited on the cemetery grounds.
- 14.11. Proprietors of vehicles and other drivers shall be held responsible for any damage done by their vehicles within the cemetery.
- 14.12. Discharging of firearms, other than in regular volleys at burial services shall be prohibited in and around the cemetery.
- 14.13. Dogs and other pets shall be restrained by a proper leash and accompanied by their owner when visiting the cemetery grounds. Every owner of a dog shall remove forthwith, and sanitarily dispose of excrement left by the dog or other pet on the cemetery property.
- 14.14. Any complaints by Interment Rights Holders or visitors should be submitted in writing to the Cemetery Manager. Accessible formats can be provided upon request.
- 14.15. No tips or gratuities are to be given to the cemetery workers by visitors or Interment Rights Holders, nor shall any be accepted by the cemetery workers.

- 14.16. No signs, notices, or advertising of any kind shall be allowed within the cemetery or within the immediate boundaries of the cemetery except those placed by the Cemetery Operator.
- 14.17. The cemetery grounds are intended for quiet reflection and remembrance. Picnicking and other recreational activities are not permitted.
- 14.18. No alcohol shall be permitted in the cemetery.
- 14.19. The Cemetery Operator shall provide cemetery services in accordance with the Accessibility for Ontarians with Disabilities Act, 2005 and all applicable regulations and municipal accessibility policies.

The Cemetery Operator is committed to providing services in a manner that respects the dignity, independence, integration, and equal opportunity of persons with disabilities

15. REPEAL AND TRANSITION

- 15.1. All previous by-laws, rules and regulations governing the operation of the Ingersoll Rural Cemetery, including those enacted by the former Ingersoll Rural Cemetery Board, are hereby repealed or shall be deemed to be of no further force or effect upon this By-law coming into force.
- 15.2. This By-law shall apply to all Interment Rights Holders and all interment rights within the Cemetery, regardless of the date on which the interment rights were purchased or acquired. All Interment Rights Holders shall be subject to the provisions of this By-law, as amended from time to time.

16. EFFECTIVE DATE

- 16.1. In accordance with the Funeral, Burial, and Cremation Services Act, 2002, the provisions of this By-law shall come into force and take effect the latter of _____, 20____, and the date of approval of this by-law by the Registrar of the FBCSA.

PASSED this _____ day of _____, 2026.

Mayor

Clerk

This by-law passed in accordance with Part VI.1 subsection 284.11 (4) (a) (ii) of the Municipal Act, 2001, as amended.

SCHEDULE A



CONTRACT FOR CEMETERY INTERMENT RIGHTS, SERVICES AND SUPPLIES

Ingersoll Rural Cemetery

Town of Ingersoll, 130 Oxford Street – 2nd Floor, Ingersoll Ontario N5C 2V5

Phone: (519) 485-0120 Email: cemetery@ingersoll.ca

Operating under the Ministry of Government Services

Cemetery Operator Number 3293271 and BAO License #LRN-09421

This contract is between the purchaser and the cemetery operator concerning interment rights and/or cemetery services and supplies described below and is subject to the terms and conditions of this contract, the cemetery operator's by-laws and the provisions of the Funeral, Burial and Cremation Services Act, 2002 (FBCSA). The rights and/or cemetery services and supplies are to be provided for the interment rights holder(s) and/or recipient(s) named below.

Purchase Date: _____

Purchaser

Name(s): _____

Address: _____

Telephone: _____ Email: _____

Relationship to Recipient: _____

Interment Rights Holder (if different)

Name(s): _____

Address: _____

Telephone: _____ Email: _____

Date of Death: _____ Date of Birth: _____

Place of Death: _____

Interment Rights Purchased

Type:

- ☐ One casket interment and up to four cremated remains
- ☐ Two cremated remains (Cremation Section K)
- ☐ Columbarium niche
- ☐ Mausoleum crypt

Location

Burial Plot

Section:	Row:
Plot/Lot:	

Columbarium

Columbarium:	Side:
Tier:	Niche:

Mausoleum

Row:	Tomb:
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Financial Summary

Description	Amount
Land: Number of Spaces	\$
Mausoleum Crypt: Number of Spaces	\$
Columbarium: Number of Niches	\$
Amount to Care & Maintenance Fund	\$
Interment fee for regular burial	\$
Interment fee for mausoleum burial	\$
Interment fee for cremated remains burial	\$
Interment fee for infant burial	\$
Winter storage in mausoleum	\$
Transfer Fees (\$50 – includes new deed)	\$
Ontario License Fee (\$15 per grave sold)	\$
SUBTOTAL	\$
HST (reg. No. 12677 6186 RT0001)	\$
TOTAL SALE:	\$

Conditions of Contract:

The Ingersoll Rural Cemetery agrees with the Purchaser as follows:

Contributions to the Care & Maintenance Fund

As required by the FBCS Act, the Cemetery must charge a percentage of the purchase price of all interment rights and a prescribed amount for monuments and markers is contributed into the provincially managed Care and Maintenance Fund. Income from this fund is used to provide only general care and maintenance of the cemetery. Contributions to the Care and Maintenance Fund are not refundable except when interment rights are cancelled within the 30 day cooling-off period.

The Care and Maintenance Fees for markers and monuments are to be paid by the customer directly to the monument provider. The provider passes this fee to the Cemetery, and the Cemetery pays it to the Ontario Government's Public Trustee.

Notice of Resale and Transfer of Interment Rights

The Cemetery operator permits the interment rights holder to sell or transfer their interment rights to a third party, at no more than the current price listed on the cemetery's fee schedule, as long as the sale or transfer is conducted through the cemetery operator.

Purchasers of interment rights acquire only the right to direct the burial of human remains and the installation of monuments, markers and inscriptions, subject to the conditions set out in the Cemetery's By-laws. No burial, entombment, or installation of any monument, marker, inscription, or memorialization is permitted until the interment rights have been paid in full.

An interment rights certificate will be issued to the interment rights holder(s) when payment has been made in full. The purchase of interment rights is not a purchase of real estate or real property. An interment rights holder wishing to resell their interment rights should advise the cemetery operator of their intention prior to seeking a third party buyer for their interment rights.

Cancellation of Interment Rights within the 30 Day Cooling -Off Period

A purchaser has the right to cancel an interment rights contract within thirty (30) days of signing the Interment Rights Contract by providing written notice of the cancellation to the cemetery operator. If the Interment Rights Certificate has been issued to the interment rights holder(s), the certificate must be returned to the cemetery operator along with the written notice of cancellation. The cemetery operator will refund all monies paid by the purchaser within thirty (30) days from the date of the request for cancellation.

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

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

Once payment for the interment rights has been made in full and an interment rights certificate issued, the interment rights holder(s), as recorded in the cemetery records, has the right to re-sell the interment rights. All resale of interment rights shall be in accordance with

the cemetery by-laws and the FBCSA.

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

Purchaser Acknowledgements

I acknowledge that:

- ☐ I have received a copy of the Cemetery By-law.
- ☐ I understand that the Cemetery By-law governs the use of these interment rights.
- ☐ I understand that interment rights may only be transferred or resold in accordance with the *Funeral, Burial and Cremation Services Act* and the Ingersoll Rural Cemetery By-law.

Signatures

_____⁺
Ingersoll Rural Cemetery representative
(print name)

Purchaser
(print name)

Cemetery representative's signature

Purchaser's signature

Date

Date

Initial Contract:

____ The purchaser acknowledges having received a signed copy of this contract.

Personal information on this form is collected under the legal authority of the *Funeral, Burial and Cremation Services Act, 2002*, as amended. The information is collected and maintained for the purpose of maintaining records for the Ingersoll Rural Cemetery with respect to Interment Rights. Questions about this collection should be directed to the Clerk at 130 Oxford St., 2nd Floor, Ingersoll, ON N5C 2V5 519-485-0120 or clerks@ingersoll.ca

SCHEDULE B



INTERMENT RIGHTS CERTIFICATE

The Interment Rights Holder(s) listed below have the right to direct/consent to the burial and memorialization associated with the Interment Rights in conjunction with the cemetery by-laws.

Rights Holder Name (s): _____	
Address: _____	
City: _____	Postal Code: _____

Cemetery Name: Ingersoll Rural Cemetery	
Cemetery Address: 603809 Cemetery Lane, Township of Zorra, Ontario N5C 1M1	Cemetery Phone Number: (519) 485-0120
Interment Rights Location: _____	Interment Rights Type: _____
Interment Right Capacity: _____	
Price: _____	Care and Maintenance Contribution: _____

Please refer to the Cemetery By-law provided to you at the time of purchase for a complete listing of by-laws that apply to your specific interment right.

Transfer and Resale of Interment Rights
This Certificate represents the Interment Rights described herein and is subject to the Funeral, Burial and Cremation Services Act, 2002, Ontario Regulation 30/11, and the by-laws of the Ingersoll Rural Cemetery. Interment Rights may be transferred or resold to a third-party purchaser or transferred back to the Cemetery Operator only in accordance with the Funeral, Burial and Cremation Services Act, 2002 and the Cemetery By-law. To complete any transfer or resale of Interment Rights, this original Interment Rights Certificate must be returned to the Cemetery Operator. If the original Certificate has been lost or misplaced, the Cemetery Operator will issue a duplicate Interment Rights Certificate upon request. The applicable administration fee, as set out in the Cemetery Price List, may apply. Upon registration of the transfer or resale, the Cemetery Operator will cancel the original Certificate and issue a new Interment Rights Certificate to the new Interment Rights Holder.

Ingersoll Rural Cemetery Representative Name	Ingersoll Rural Cemetery Representative Signature
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Date