



# **By-laws**

## **For**

# **Kawartha Lakes**

# **Municipal Cemeteries**

Cemetery Operator Licence #CM- 4691688

Approved by the Bereavement Authority of  
Ontario, on November 8, 2022

Accessible electronic version is available at  
[www.kawarthalakes.ca](http://www.kawarthalakes.ca)

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These By-laws are the rules and regulations that govern any cemetery owned and operated by the City of Kawartha Lakes and have been approved by the Registrar, *Funeral, Burial and Cremation Services Act, 2002* (FBCSA), and Bereavement Authority of Ontario (BAO).

## 1. Definitions

**Burial/Interment:** The opening of an area for the placement of human remains or cremated human remains, followed by the closing of the area. The area may be a grave in the ground or a niche in a columbarium.

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

**Care and Maintenance Fund:** It is a requirement under the FBCSA and O. Reg. 30/11 and 184/12 that a percentage of the purchase price (excluding tax) of all interment rights sold, transferred, assigned or permitted; and set amounts for marker and monument installations is contributed into the Care and Maintenance Fund. Interest earned from this fund is used to provide care and maintenance of plots, lots, markers and monuments at the Cemetery.

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

**Contract:** For purposes of these By-laws, all purchasers of interment rights or other cemetery supplies and services must receive a copy of the contract they and the Cemetery Operator have signed detailing the obligations of both parties, and acknowledging receipt and acceptance of the Cemetery By-laws, a copy of the Consumer Information Guide and the Fee Schedule.

**Corner Posts:** Shall mean any stone or other land markers set flush with the surface of the ground and used to indicate the location of a lot or plot.

**Corporation:** Means the Corporation of the City of Kawartha Lakes.

**Crypt:** An individual compartment in a mausoleum for the entombment of human remains.

**Die:** The primary portion of any monument whether large or small. Sometimes referred to as the 'tablet'.

**Grave/Lot:** Any in-ground burial space intended for the interment of a child, adult or cremated human remains.

**Interment Right:** The right to require or direct the interment of human remains or cremated human remains in a grave, lot, niche or crypt and direct the associated memorialization.

**Interment Rights Certificate:** The document issued by the Cemetery to the purchaser or an identified recipient once the interment rights have been paid in full, identifying ownership and authority over those specific interment rights.

**Interment Rights Holder:** The person(s) authorized or entitled to inter 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.

**Lot:** For the purposes of these By-laws, a lot is a single grave space.

**Marker:** Any permanent memorial structure that is set flush and level with the ground, and used to mark the location of a burial lot.

**Memorials:** All markers or monuments, columbarium niche fronts, and any other form used to inscribe the names of individuals buried or interred within the Cemetery.

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

**Monument Base:** The portion of the monument set on the concrete foundation to provide stability and protection for the inscribed monument.

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

**Official of the Corporation:** The Director or designate of the City of Kawartha Lakes as determined by Council.

**Pillow Monument:** A sloped permanent memorial projecting above the ground installed within the designated space to mark the location of a burial or lot. Sometimes referred to as a beveled or pillow marker.

**Plot:** For the purposes of these By-laws, a plot is a parcel of land containing multiple lots.

**Purchaser:** The individual purchasing the Interment Right. The purchaser does not hold the right to direct interments or memorialization unless they are registered as the Interment Rights Holder(s) and are so named on the Interment Rights Certificate.

**Scattering:** The act of spreading cremated remains over a designated area within a cemetery with the knowledge and permission of the Cemetery Operator and in keeping with the Cemetery By-laws.

**Scattering Rights Holder:** Any person designated to hold the right to scatter cremated human remains in a specified lot or other designated area within a cemetery.

**Vault:** A sealed outer container housing the casket, of sufficient strength to permit burial and remain intact. The container must be sized to permit burial within the lot boundaries.

## **2. General Information**

### **2.1 Hours of Operation:**

Visitation Hours: 8:00 a.m. until Sunset

Office Hours: 8:30 a.m. to 4:30 p.m.

Burial Hours: Monday – Friday 10:00 a.m. to 3:00 p.m. by appointment

Saturday - subject to surcharge

Sunday and holidays – no burials

### **2.2 General Conduct:**

The Cemetery reserves the right to manage land and to conduct operations within the cemeteries as required.

No person may damage, destroy, remove or deface any property within the Cemetery.

All visitors should conduct themselves in a quiet manner that shall not disturb other visitors or services being held.

### **2.3 By-law Amendments:**

The Cemetery shall be governed by these By-laws, and all procedures will comply with the Funeral Burial & Cremation Services Act, 2002 and Ontario Regulation 30/11, which may be amended periodically.

All 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 installation.

All By-laws and By-law amendments are subject to the approval of the Registrar, FBCSA, and BAO.

### **2.4 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 or scattering right, save and except for direct loss or damage caused by gross negligence of the Cemetery.

### **2.5 Public Register:**

Provincial legislation – Section 110 of Ontario Regulation 30/11 requires all cemeteries and crematoriums to maintain

a public register that is available to the public during regular office hours.

## **2.6 Pets or Other Animals:**

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

## **2.7 Right to Re-Survey:**

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

## **2.8 Holds:**

Lots may be placed on hold for 2 months. The hold expires at the end of the 2 months when rights are not purchased.

## **2.10 Special Events:**

Organizations requesting use of a cemetery for special events must receive prior approval of the Cemetery Operator. A contract through Facility Bookings is required.

## **2.11 Decoration Days:**

Decoration Days will be held from June 1st to August 31st.

# **3. Sale and Transfer of Interment Rights**

Interment or Scattering Rights Holder(s) acquire only the right to direct the burial of human remains, the scattering of cremated human remains, and the installation of monuments, markers and inscriptions, subject to the



conditions set out in the Cemetery By-laws. In accordance with Cemetery By-laws, no burial, entombment, scattering, 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. Interment Rights Holder(s) 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.

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

A purchaser has the right to cancel an interment or scattering rights contract within thirty (30) days of signing the interment or scattering 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.

### **3.2 Cancellation of Interment or Scattering Rights after the 30 Day Cooling-Off Period:**

Upon receiving written notice from the purchaser of the interment or scattering rights, the Cemetery Operator will cancel the contract and issue a refund to the purchaser for the amount paid for the interment or scattering 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.

If any portion of the interment or scattering rights has been exercised, the Interment Rights Holder(s) is/are not entitled to cancel the contract or re-sell the interment or scattering rights.

### **3.3 Resale of Interment or Scattering Rights after 30 Day Cooling-Off Period:**

Unless the interment or scattering rights have been exercised the purchaser retains the right to cancel the contract or re-sell the interment or scattering rights. Once payment for the interment or scattering rights has been made in full, and an Interment Rights Certificate has been issued, the Interment or Scattering Rights Holder(s), as recorded on the Cemetery Records, has the right to re-sell the interment rights. Any resale of the interment right shall be in accordance with the requirements of the Cemetery By-laws and in keeping with the FBCSA and Ontario Reg. 30/11 and 184/12.

**Note: If any portion of the interment or scattering rights has been exercised, the Interment Rights Holder(s) is/are not entitled to re-sell the interment or scattering rights.**

### **3.4 Notice of Resale and Transfer of Interment or Scattering Rights:**

Interment Rights Holder(s) may first offer the interment rights to the Cemetery Operator. If the Cemetery Operator does not wish to re-purchase the interment rights, the interment rights may be sold to a third party for no more than the current price on the Cemetery Fee Schedule, as long as the sale or transfer is conducted through the Cemetery Operator and the purchaser meets the qualifications and requirements as outlined in the Cemetery By-laws. In order to initiate a

transfer or a resale, the original Interment Rights Certificate, must be provided to the Cemetery Operator.

### **3.5 Care and Maintenance Fund Contributions:**

It is a requirement under the FBCSA and O. Reg. 30/11 and 184/12 that a prescribed amount or a percentage of the purchase price (excluding tax) of all interment and scattering rights sold; and prescribed amounts for monuments and markers is contributed into the Care and Maintenance Fund. If no scattering rights are sold but scattering is permitted a prescribed amount must be contributed to the fund when the scattering is conducted. Interest earned from this fund is used to provide care and maintenance of lots, plots, markers and monuments at the Cemetery. Contributions to the Care and Maintenance Fund are only refundable when interment or scattering rights are cancelled within the 30-day cooling off period.

**Note: All resales of interment or scattering rights must be carried out through the Cemetery Operator.**

### **3.6 Resale of Internment Rights Permitted:**

The Interment or Scattering Rights Holder(s) who intends to sell rights shall provide the following documents to the Cemetery Operator so that the operator can be satisfied with the authority and identify of the seller, confirm the ownership of the rights and provide the third party purchaser with the required certificate.

The Cemetery Operator will require:

a) an Interment or Scattering Rights Certificate endorsed by the current Rights Holder(s);

b) a statement signed by the Rights Holder(s) selling the interment or scattering rights acknowledging the sale of the interment rights to the third-party purchaser;

c) confirmation that the person selling the interment or scattering rights is the person registered as having the right to re-sell the interment or scattering rights;

d) the date of transfer of the interment or scattering rights to the third party;

e) the name and address of the third-party purchaser(s);

f) a statement of any money owing to the Cemetery Operator in respect to the interment or scattering rights;

g) a written statement of the number of lots that have been used in the plot and the number of lots that remain or a written statement of the number of scatterings rights available; and

h) any other documentation in the Interment or Scattering Rights Holder(s)' possession relating to the rights.

The Cemetery Operator will provide the following documents to the third-party purchaser(s):

a) an Interment or Scattering Rights Certificate endorsed by the current rights holder;

b) current Cemetery By-laws;

c) current Cemetery Fee Schedule;

d) a written statement of the number of lots that have been used in the plot and the number of lots that remain or a

written statement of the number of scatterings rights available; and

e) any other documentation in the Interment Rights Holder(s)' possession relating to the rights.

Once the endorsed certificate and all required information and fee have been received by the Cemetery Operator from the Rights Holder(s), the Cemetery Operator will issue a new Interment or Scattering Rights Certificate to the third-party purchaser.

Upon completion of the above requirements, and upon the issuance of the new Interment or Scattering Rights Certificate, the third-party purchaser(s), or transferee(s), shall be considered the current Interment or Scattering Rights Holder(s), and the resale or transfer of the interment or scattering rights shall be considered final in accordance with the Cemetery By-laws and the FBCSA.

### **3.7 Resale Administrative Fees:**

The Cemetery Operator may charge an administration fee for transfer, resale or the issuance of a duplicate certificate in accordance with the current Cemetery Fee Schedule.

### **3.8 Repurchase by Cemetery:**

The Cemetery Operator does not prohibit the resale of interment or scattering rights and may repurchase the interment or scattering rights from the Rights Holder(s). A purchase price may be negotiated as long as the seller acknowledges being aware of the current Fee Schedule amounts for interment and scattering rights.

### **3.9 Transfer by Heirs:**

An heir or representative of a deceased Interment Rights Holder(s) may transfer the interment rights or scattering rights of the deceased by providing:

- a) documented proof satisfying the Cemetery Operator that they have the right to transfer the interment rights or scattering rights;
- b) the date of the transfer;
- c) the name and address of the transferee; and
- d) payment of the transfer fee as set out in the current Cemetery Fee Schedule.

**Note: The Rights Holder(s) or heirs of the Rights Holder(s) are responsible for providing all required documentation.**

## **4. Burial**

### **4.1 Consent:**

The Interment or Scattering Rights Holder(s) must provide written authorization prior to a burial, scattering, or entombment. Should the Interment or Scattering Rights Holder(s) be deceased, authorization must be provided in writing by the person authorized to act on behalf of the Interment Rights Holder(s) in keeping with the Succession Law Reform Act i.e. Personal Representative, Estate Trustee, Executor or next of kin.

## **4.2 Burial Permits and Cremation Certificates:**

A burial permit issued by the Registrar General or equivalent document showing that the death has been registered with the province must be provided to the Cemetery Operator prior to a burial. A Certificate of Cremation must be submitted to the Cemetery Operator prior to the burial, scattering or entombment of cremated remains.

## **4.3 Contracts:**

In accordance with the FBCSA and Ontario Reg 30/11 and 184/12 the Interment or Scattering Rights Holder(s) 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 burial, scattering, entombment or disinterment of human remains.

## **4.4 Payment:**

Full payment must be made to the Cemetery Operator before a burial, scattering or entombment can take place.

## **4.5 Notice to Cemetery:**

The Cemetery shall be given 24 hours of notice, 8 hours of which must be normal hours of operation.

## **4.6 Cremated Remains:**

The opening and closing of lots, crypts and niches may only be conducted by cemetery staff or those designated to do work on behalf of the Corporation.

With direction from the Cemetery Operator, cremated remains may be scattered within a designated area of the

Cemetery if such an area is available. Cremated remains are not permitted to be scattered on a grave/lot. Once scattered, cremated remains cannot be retrieved.

A scattering rights contract must be completed and payment received prior to the scattering of cremated human remains.

#### **4.7 Disinterment:**

Disinterment of human remains requires the written consent of the Interment Rights Holder(s), prior notification from the Medical Officer of Health and a certificate from the local Medical Officer of Health. This documentation must be received by the Cemetery Operator before the removal of casketed human remains. A certificate from the local Medical Officer of Health is not required for the removal of cremated remains. The retrieval of buried cremated remains cannot be guaranteed.

Full payment of the associated fee must be received prior to the disinterment.

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

#### **4.8 Number of Burials:**

Single lot:

- a) one regular burial and three cremated remains, or
- b) four cremated remains; or
- c) one regular burial, one infant burial at the head of the grave/lot and two cremated remains provided space is available.



Cremation lot:

The number of interments permitted in a cremation lot is determined by the size of the cremation lot. Cremation lot size may be specific to individual cemeteries.

#### **4.9 Winter Burials:**

In ground Interments shall only take place between May 1 and December 1, unless weather and ground conditions are favourable and permission has been obtained from the Cemetery Operator. Winter burials are subject to a surcharge.

#### **4.10 Burial Containers:**

All remains to be buried in a grave/lot must be enclosed in a container, sealed securely, and of sufficient strength to permit burial with the container remaining intact. The container must be sized to permit burial within the lot boundaries.

Vaults are highly recommended for all regular burials where conditions are favourable.

#### **4.11 Attendance:**

An official, employee, or designate of the Corporation shall be in attendance at each interment.

#### **4.12 Right of Passage:**

The Cemetery retains the right of passage over every lot or grave, the right to temporarily relocate a monument or marker and the right to temporarily mound earth on adjacent graves so that cemetery operations may be performed effectively.

## **5. Memorialization**

### **5.1 General Information:**

No memorial or other structure shall be erected or permitted on a lot until all fees have been paid in full and consent for memorialization is received from the Rights Holder(s).

No monument, foot marker, flat marker or memorial of any description shall be placed, moved, altered, or removed without permission from the Cemetery Operator.

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 Corporation.

A monument or other structure shall be erected only after the specific design plans (proofs) have been approved by the Cemetery Operator including, but not limited to; dimensions, material, construction details, and proposed location. No inscription or images are permitted on the back face of the monument with the exception of family name.

### **5.2 Damage to Monuments:**

Minor scraping of the monument base or other memorials, due to maintenance, is considered to be normal wear.

Monuments, markers, and plaques are the property of the Interment Rights Holder(s) and the Cemetery Operator is not responsible for any loss, damage or deterioration. The Cemetery Operator will take all reasonable precautions to protect the memorials.

Should any memorial present a risk to public safety, the Cemetery Operator shall repair, reset, or lay down the memorial as necessary, to remove the risk.

### **5.3 Foundations:**

All monuments and marker foundations shall be constructed by, or for, the Cemetery Operator at the expense of the Interment Rights Holder(s).

Foundation requests and monument/marker proofs for approval must be received by October 15 in order to be completed in the current calendar year. Contracts for requests received after October 15 will be issued in the following calendar year.

No monument shall be delivered to the Cemetery for installation until the monument foundation has been completed, and the Interment Rights Holder(s) and/or monument retailer have been notified by the Cemetery Operator.

### **5.4 Monument Location and Size:**

The Cemetery Operator reserves the right to determine the size of monument, number and location on each lot or plot. Sizing must allow for future interments.

In keeping with the Cemetery By-laws only one monument shall be erected within the designated space on any lot.

All monuments and markers shall be constructed of bronze, granite or marble.

Pillow markers or beveled markers, are permitted. These are considered monuments and must adhere to the width dimensions outlined for single and double lot maximums

below. Thickness must be a minimum of 10 cm (4 inches). Pillow markers require a foundation.

Monuments must be centered at the head of the lot except where alignment with existing nearby monuments justifies another location.

**Single lot maximum:**

One monument, one foot marker, and four corner posts may be erected on a single lot. The monument dimensions permitted on a single lot are:

- a) maximum height 60.96 cm (24 inches not including base);
- b) maximum width 76.20 cm (30 inches not including base); and
- c) minimum thickness of a die shall be 30.50 cm (8 inches).

Exceptions may apply depending on lot width.

**Double lot maximum:**

One monument, two foot markers and 4 corner posts are allowed. The monument dimensions permitted on a double lot are:

- a) maximum height 1.22 metres (4 feet not including base);
- b) maximum width 1.52 metres (5 feet not including base); and
- c) minimum thickness of a die shall be 30.50 cm (8 inches) or, if the monument exceeds 106.68 cm (42 inches) overall height, the die must be 45.40 cm (10 inches).

## **5.5 Flat Marker Location and Size:**

One flat marker placed flush with the ground may be located on each lot in addition to the monument. The marker shall be placed at the foot of the lot farthest from the monument and shall not exceed 45.72 cm x 66.04 cm (18 inches x 26 inches). A flat marker may be placed at the head of the lot in place of a monument. Approval of the location must be obtained from the Cemetery Operator.

The minimum thickness for flat markers is 10 cm (4 inches).

### **Cremation lot maximum:**

Each cremation lot may be marked with one flat marker placed flush with the grade. The flat marker shall not exceed 45.72 cm x 66.04 cm (18 inches x 26 inches) and will be dependent on lot size. Dimensions may be reduced to accommodate smaller lot size.

## **5.6 Monument Base:**

The die must be installed on a rough-cut granite base. The height of the base shall be a minimum of 20.3 cm (8 inches). Base variations may be considered at the discretion of the Cemetery Operator. The top surface of the base must be both wider and longer than the die in order to provide a minimum exposed border of 7.6 cm (3 inches) on all sides.

The maximum width of a monument base is controlled by the width of the lot. No base shall be closer than 7.6 cm (3 inches) to the lot width sidelines on which it is to be installed.

## **6. Care and Planting**

### **6.1 Care and Maintenance:**

A portion of the price of interment rights or scattering rights is placed into the Care and Maintenance Trust Fund. Income generated from this fund is used to maintain, secure and preserve the cemetery grounds. Services that can be provided through this fund include:

- a) re-levelling and sodding or seeding of lots or scattering grounds;
- b) maintenance of cemetery roads, sewer and water systems;
- c) maintenance of perimeter walls and fences;
- d) maintenance of cemetery landscaping;
- e) maintenance of columbarium structures; and
- f) repairs and general upkeep of cemetery maintenance buildings and equipment.

### **6.2 General Information:**

No person other than cemetery staff shall remove any sod or in any other way change the surface of the burial lot in the Cemetery.

Planting of trees and shrubs is prohibited. A City wide sponsorship and dedication program is available to place dedicated trees or benches in cemeteries owned and operated by the City of Kawartha Lakes.

Installation of flower beds requires the approval of the Cemetery Operator as per 7.2.

Flower arrangements placed on a grave for a funeral shall be removed by the cemetery staff after a reasonable time to protect the sod and maintain the dignity and decorum of the Cemetery.

## **7. Prohibited and Permitted Items**

### **7.1 Articles for Decoration:**

The Cemetery reserves the right to regulate any articles placed on graves that prevent the Cemetery from performing general cemetery operations, are not in keeping with the dignity and decorum of the Cemetery or pose a threat to the safety of visitors and employees. Damaged, neglected or deteriorated items and prohibited and detrimental articles will also be removed and disposed of without notification.

Examples of items prohibited from remaining on lots within the Cemetery include, but are not limited to; articles made of hazardous materials such as glass, ceramics, or corrosive metals, loose stones, sharp objects, trellises or arches, chairs or benches and articles not intended for permanent placement or outdoor use such as coffee cups, beer cans, and loose change.

No decorations are permitted at the foot of the grave.

The Cemetery is not responsible for the loss of or damage to any articles or flowers placed within the Cemetery.

## **7.2 Flowers:**

The Cemetery reserves the right to remove all flowers, potted plants, wreaths and baskets of flowers when they become unsightly or impact maintenance operations.

Flowers and bedding plants may be placed in the Cemetery only after consultation with the Cemetery Operator based on the following general directions:

- a) cut flowers are allowed on all lots but must be placed in receptacles set in the ground with the top even with the surface of the ground and covered when not in use;
- b) flowerbeds may only be installed in front of a monument, may not exceed the width of the monument or extend into the lot more than 38.1 cm (15 inches);
- c) flowerbeds are not permitted on cremation lots or on lots that do not have a permanent memorial installed;
- d) annual flowers must be removed by September 30<sup>th</sup> ; and
- e) monument flowerbeds are not the responsibility of the Cemetery. Poorly maintained flowerbeds and may be removed without notice.

## **7.3 Artificial Flowers:**

Artificial flowers are permitted provided they are properly maintained, not detrimental to the general maintenance of the Cemetery and conform to the following general directions:

- a) monument saddle arrangements are permitted;



- b) placement of artificial flowers in the flowerbed is permitted;
- c) freestanding artificial wreaths are **not** permitted; and
- d) all artificial flowers from the previous year must be removed by April 15<sup>th</sup>. Remaining arrangements will be removed by the Cemetery.

#### **7.4 Borders:**

In order to facilitate cemetery maintenance and operations, borders, curbs, coping, fences, railings, walls, ditches, hedges or other articles are not permitted to define the perimeter of a lot, grave, scattering ground, or flowerbed and will be removed and disposed of by the Cemetery without notification. Corner posts may be used to define boundaries of a lot/grave.

### **8. Contractor/Monument Dealer**

#### **8.1 Approvals:**

Any contract work to be performed within the Cemetery requires the written pre-approval of the Interment Rights Holder(s) and/or the Cemetery Operator before the work may begin. Pre-approval is required for, but is not limited to; landscaping, delivery of monuments and markers, inscriptions, designs, drawings, plans and detailed specifications relating to the work, proof of all applicable government approvals and permits, and the location of the work to be performed.

It is the responsibility of all contractors to report to the Cemetery Operator and provide the necessary approvals

before commencing work at any cemetery. Prior to the start of any said work, contractors must provide proof of:

a) WSIB coverage; and

b) proof of Commercial General Liability Insurance in an amount not less than \$2,000,000.00 per occurrence including coverage for bodily injury including death, property damage including loss of use thereof, products or completed operations liability, non-owned automobile liability and cross liability and severability of interests clause. The Corporation of the City of Kawartha Lakes shall be named as additional insured on the policy. The policy shall be endorsed to provide the City with not less than thirty (30) days' written notice of cancellation, change or amendment restricting coverage.

## **8.2 General Information:**

All Cemetery By-laws apply to all contractors working within the cemetery grounds.

All work must be performed during regular business hours. Contractors, monument dealers and suppliers shall not enter the Cemetery in the evening, on weekends or statutory holidays without approval of the Cemetery Operator.

The Cemetery reserves the right to temporarily cease contractor operations at their sole discretion if the work being performed by the contractor is deemed to be a disturbance to any funeral or public gathering within the Cemetery.

Contractors, monument dealers and suppliers shall take all reasonable precaution to prevent damage to the Cemetery. Damage resulting from contracted work or service will be repaired at the contractor's expense.

## **9. Columbarium**

### **9.1 General Information:**

Full payment must be made to the Cemetery Operator before an interment may take place.

Only the Cemetery Operator, or designate, may open and close niches for interments. No person other than cemetery staff shall remove or alter niche fronts.

Interments or disinterment are to be performed by cemetery staff, or designate, during regular business hours. Extra charges apply for Saturdays and after 3:00 p.m. Sunday or holiday interments are not permitted.

Interment or disinterment of cremated remains in a columbarium shall only take place between May 1 and December 1, unless weather is favourable and permission has been obtained from the Cemetery Operator. Winter interment is subject to a surcharge.

A prescribed amount or a percentage of the purchase price of each niche interment rights sold; is contributed into the Care and Maintenance Fund

### **9.2 Inscriptions and Plaques:**

To ensure quality control, desired uniformity and standard of workmanship, the Cemetery reserves the right to oversee the inscription of all niche fronts or installation of all lettering, vases, adornments, or any other approved attachment.

Markers used on a niche shall be supplied and installed by the Cemetery and the cost shall be in addition to the selling price.

Nothing may be placed on the top surface or surrounding the base of the Columbarium. Items such as photographs, additional script, flowers, etc. may not be attached to the niche unless the plaque accommodates such displays. The Cemetery reserves the right to remove deteriorated or excessive quantities of flowers or articles from the surrounding area.

### **9.3 Number and Size of Urns:**

The cremated remains of not more than two persons shall be interred in any niche. Urns must be sized to accommodate the interior niche space.

The inside dimensions of each niche range from 30.5 cm x 30.5 cm x 30.5 cm (12 inches x 12 inches x 12 inches) to 35.5 cm x 35.5 cm x 35.5 cm (14 inches x 14 inches x 14 inches) and are specific to each columbarium.

Maximum size of each container for cremated remains to be interred in a columbarium is 29 cm. x 29 cm. x 14 cm (11 inches x 11 inches x 5 ½ inches).

## **10. Storage Regulations**

### **10.1 General Storage Information:**

Contracted use of the storage vault shall be billed at the rates shown on the Fee Schedule.

A storage contract, burial permit and interment information is required when utilizing the Cemetery storage. The remains must be clearly identified by a laminated tag fastened securely to the handle of the casket.

All human remains stored in the vault must be embalmed.

The remains of an individual whose death is a result of contagious diseases cannot be stored in the vault.

Remains for storage in the vault must be placed in a wooden or metal casket. Reinforced cardboard containers are not permitted.

### **10.2 Adverse Conditions:**

The Cemetery Operator reserves the right to determine if adverse weather or ground conditions shall prevent a scheduled burial in the Cemetery. If it is deemed necessary, a storage vault may be used, at no extra charge, until conditions permit the interment.

### **10.3 Removal from Storage:**

The Cemetery Operator may remove and inter human remains from storage at any time after the expiration of the storage contract, or at any time the condition of the body renders the interment necessary or expedient.

All human remains must be removed from the storage vault by April 30 in each year.

## **11. Gifts to the Cemetery**

The Corporation graciously accepts donations to the Cemetery. All trees and structural gifts such as benches, donated through the sponsorship program, become the property of the Cemetery. Locations are approved at the discretion of the Cemetery Operator in consultation with the donor. The donation is recognized for the lifetime of the donated item.

## **12. Cemetery Etiquette**

### **12.1 Who Can Visit:**

Visitors are welcome at the Cemetery during the hours of 8:00 a.m. until sunset. Visitors are asked to respect the peace and serenity of the Cemetery.

Children under the age of twelve years are welcome in the cemetery grounds when accompanied by an adult, who shall be responsible for their good conduct and safety.

No dogs or other pets are allowed in the Cemetery with the exception of service animals.

Organized gatherings are only permitted with approval from the Cemetery Operator.

### **12.2 Expectations of Visitors:**

The Cemetery Operator and cemetery staff are required to preserve order and decorum in the Cemetery. Any person disturbing the quiet and good order of the Cemetery with noise or other improper conduct or who violate these By-laws, may be expelled from the grounds.

Visitors are encouraged to help keep the Cemetery tidy. Receptacles are provided at convenient points on the grounds for litter, cigarette butts, weeds, decayed flowers, plants, and other debris.

Any person who damages or alters articles, landscaping or structures in the Cemetery is liable to both the Corporation and the Rights Holder(s) for incurred damages.

### **12.3 Prohibited Activities:**

No parades other than funeral processions shall be admitted to, or be organized, within the Cemetery, unless permission is granted from the Cemetery Operator.

Vehicles within the Cemetery shall be driven at a moderate rate of speed and shall not leave the avenues, or park on the grass unless directed to do so by the Cemetery Operator. Drivers of vehicles that damage cemetery property will be held responsible for any costs incurred for repairs.

No recreational vehicles or snowmobiles are permitted in the Cemetery.

Discharging of firearms, other than in regular volleys at burial services, is prohibited in and around the Cemetery.

Picnics, alcohol and food are not permitted.