

**The Corporation of the United Townships of Dysart, Dudley, Harcourt, Guilford, Harburn, Bruton, Havelock, Eyre and Clyde**

**By-Law No. 2021-34**

**Being a By-Law to provide for the Maintenance and Management of the Evergreen Cemetery in the Village of Haliburton**

**Whereas** the Funeral Burial & Cremation Services Act, 2002, provides that an owner of a cemetery must make rules and regulations that govern the cemetery;

**And whereas** the Municipality of Dysart et al owns and operates the Evergreen Cemetery located at 1216 Harburn Road, Haliburton;

**Now therefore** the Council of the Corporation of the United Townships of Dysart et al hereby enacts as follows:

**1. Definitions**

For the purpose of this By-law the following terms shall have the corresponding meaning:

- “Act” means the Funeral Burial & Cremation Services Act, 2002 (FBCSA).
- “Administrator” means the person appointed by the Municipality to administer Cemetery services.
- “BAO” means The Bereavement Authority of Ontario.
- “Burial” means the opening and closing of an in ground lot for the disposition of human remains or cremated human remains.
- “Care and Maintenance Fund” is the requirement under the Act that a prescribed amount or a percentage of the purchase price of all Interment and Scattering Rights, and set amounts for marker and monument installations is contributed into the Care and Maintenance Fund. This fund is used to provide care and maintenance of the Cemetery.
- “Caretaker” means the person or persons designated by Council to provide Cemetery services.
- “Cemetery” means the Evergreen Cemetery.
- “Cemetery Operator” means the Municipality of Dysart et al.
- “Child” means a person aged 3 -17 years.
- “Clerk” means the Clerk for the Municipality of Dysart et al.
- “Columbarium” means a structure designed for the purpose of interring cremated human remains in niches or compartments.
- “Contract-Interment Rights Certificate” means a signed agreement to purchase Interment or Scattering Rights detailing obligations, the acceptance of the Cemetery By-law and is issued to the purchaser upon receiving payment in full.
- “Corner Posts” mean any stone or other land markers set flush with the surface of the ground and used to indicate the location of a lot/plot.
- “Council” shall mean the Council of the Municipality of Dysart et al.

- “Foundation” means a concrete base which is required to be placed under all memorials.
  - “Infant” means a person aged 0-2 years.
  - “Interment Right” means the right to require or direct the interment(s) of human remains or cremated human remains in a lot, or niche and direct the associated memorialization.
  - “Interment Rights Holder” means any person designated to hold the right to inter human remains in a specified lot or niche.
  - “Lot” means a single grave space in a Cemetery, containing, or set aside to contain human remains.
  - “Marker” means any permanent memorial structure that is set level with the ground and is used to mark the location of a lot/plot. All markers shall be made of granite or bronze or marble.
  - “Memorial” means an object or structure which serves as a focus for the memorial of someone.
- a) “Memorialization Space” means a designated area for the purpose of planting flowers and placing articles of memorialization which must be centered on the width of the lot, immediately adjacent to the monument. This area will be equivalent to the width of the monument and measure no more than 18 inches in depth. It will be constructed and maintained solely by the Interment Rights Holder or designate. Plastic PVC, concrete, or granite edging must be installed around the perimeter of a prescribed Memorialization Space in order to facilitate cemetery maintenance. The edging must be installed into the ground so it remains in place and must not exceed four (4) inches in height above ground level.
- “Monument” means any permanent memorial projecting above the ground installed with the designated space to mark the location of a lot/plot. All monuments shall be made of granite, bronze or marble.
  - “Municipality” means the Municipality of Dysart et al.
  - “Niche” means an individual compartment in a columbarium for the entombment of cremated human remains.
  - “Pillow Marker” means a sloped marker projecting above the ground and used to mark the location of a lot/plot.
  - “Plot” means 2 or more lots together on Cemetery grounds
  - “Scattering Ground” means the land within the cemetery that is set aside to be used for the non-recoverable scattering of cremated human remains.
  - “Scattering Rights Holder” means the person designated to hold the right to scatter cremated human remains in the scattering ground of the cemetery.
  - “Treasurer” means the Treasurer for the Municipality of Dysart et al.

## 2. **Rules and Regulations**

The Cemetery shall be managed and governed by the Rules and Regulations set out in Schedule “A” attached to and forming part of this By-law.

3. **Fees and Charges**

All fees and services pertaining to the Evergreen Cemetery are outlined in the Evergreen Cemetery Fees By-law.

4. **By-Law Repealed**

Upon coming into force of this By-law; By-law No. 2017-42 is hereby repealed.

5. **By-Law Approval**

This By-law shall come into force and effect upon receiving approval by Bereavement Authority of Ontario.

**Read** a first, second and third time, passed and signed and the Corporate Seal attached hereto this 27<sup>th</sup> day of April, 2021.

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Mayor: Andrea Roberts

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Clerk: Mallory Bishop

**Schedule “A” to By-Law No. 2021-34 for  
The Municipality of Dysart et al**

**1. Administration**

**a) Hours of Operation:**

Cemetery Visitation Hours: Daily Sunrise to Sundown

Municipal Office Hours: Monday to Friday – 8:30 to 4:30 by appointment

Cemetery Operating Hours:

- 9:00 a.m. - 3:00 p.m. Monday to Friday
- 9:00 a.m. - 1:00 p.m. on Saturdays (Burials and services must be complete by 12:00 noon to allow for the caretaker to complete the closing of a lot and vacate the cemetery grounds by 1:00pm).
- Additional Service Charges apply to Saturday Services as noted in the approved Evergreen Cemetery Fees and Charges By-law.

No interment shall be made on a Sunday or Statutory Holiday, except based on a medical certificate that burial must be made within 24 hours of death in accordance with the regulations of the Ontario Ministry of Health for the control of communicable diseases.

Interments are not available December 1<sup>st</sup> – May 1<sup>st</sup> in any year, unless the weather or ground conditions permit to do so in a safe manner, as directed by the Caretaker.

- b) The Municipality of Dysart et al reserves full and complete control and management of the Cemetery together with the records of the Cemetery and has complete authority to administer regulations through the Caretaker.
- c) Any questions and/or concerns regarding Evergreen Cemetery should be directed to the Municipal Cemetery Administrator and/or Municipal Clerk.
- d) The general maintenance of the Cemetery and provision of Cemetery services shall be provided by, or arranged by, the Director of Parks and Recreation and the Clerk subject to the advice and/or direction of Council. Except for the Evergreen Cemetery Fees By-law, the Municipality of Dysart et al shall maintain without charge to the Interment or Scattering Rights Holder, the grounds of the Cemetery to ensure the safety of the public and to preserve the dignity of the Cemetery.
- e) The Administrator and/or Clerk shall be responsible for maintaining up-to date records, sales and reporting within the Cemetery services, for the maintenance of the Cemetery records and shall administer all routine business subject to Council approval and an approved budget.
- f) The Caretaker shall perform his/her duties pertaining to Cemetery services and maintenance as directed by Council, ensuring compliance of the Act and this By-law.

**2. By-Law Amendments**

- a) The Cemetery shall be governed by these By-laws, and all procedures shall comply with the Funeral Burial & Cremation Services Act, 2002 and O.Reg 30/11 and 184/12, which may be amended periodically.
- b) All By-law amendments must be:
  - Published once in a newspaper with general circulation in the locality in which the Cemetery is located;
  - Conspicuously posted on a sign at the entrance of the Cemetery; and
  - Delivered to each supplier of memorials who has delivered a memorial to the Cemetery during the previous year, if the By-law pertains to memorials or their installation.
- c) All By-laws and By-law amendments are subject to the approval of the Bereavement Authority of Ontario.

### **3. Liability**

- a) The Municipality will not be held liable for any loss or damage, without limitation (including damage of the elements, Acts of Gods, or vandals) to, any lot, plot, columbarium niche, scattering garden, monument, marker, or other articles that have been placed in relation to an interment or scattering, save and except for direct loss or damage caused by gross negligence of the Cemetery.

### **4. Public Register**

- a) The Municipality shall maintain a public register that is available during regular office hours as per Section 110 of Ontario Regulation 30/11.
- b) Each Interment Rights Holder is responsible to notify the Municipality in writing of any change of address or other relevant contact information. Any information or notices sent to the last mailing and/or email address according to the cemetery records shall be deemed to have been received and the Municipality will not be held liable or responsible for any unreceived information.

### **5. Right to Re-Survey**

- a) The Municipality 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.

### **6. Pets or Other Animals**

- a) Pets or other animals, including cremated animal remains are not permitted to be interred in lots, plots, and niches or scattered within Cemetery grounds.

### **7. Sale of Interment or Scattering Rights**

- a) All sales of interment or scattering rights and Cemetery services shall be made by the Administrator and the person making application to purchase interment rights will receive a Contract/Interment Rights Certificate upon payment of the applicable price based on the fees, as set out in the Evergreen Cemetery Fees and Charges By-law.
- b) Interment or scattering rights may be paid for by cash, debit, cheque, e-transfer or online (if available) to the Cemetery Administrator. The applicant shall not be entitled to a Contract/Interment Rights Certificate and the interment or scattering of human remains shall not occur until the purchase price has been paid in full.

- c) At the time of sale, the Administrator shall provide the Interment rights holder with:
  - ✓ an original signed Contract- Interment Rights Certificate
  - ✓ a Receipt of Payment
  - ✓ a copy of the Cemetery By-law;
  - ✓ a copy of the Fees and Charges By-law;
  - ✓ a copy of the Consumer Information Guide provided by the BAO.
- d) Interment Rights Holders acquire only the right and privilege to require or direct the burial of human remains or cremated human remains, and the installation of monuments, markers and inscriptions, subject to the rules and regulations affecting the Cemetery as approved by the Registrar.
- e) The purchase of interment rights is not a purchase of real estate or real property but the right to inter only.

#### **8. Cancellation of Interment or Scattering Rights within Thirty (30) Days from Purchase Date**

- f) If any portion of the Interment Rights has been exercised, the purchaser will not be entitled to cancel the contract.
- g) The Rights Holder may cancel the Contract and receive a full refund by providing a written notice of the cancellation to the Administrator, who will refund all monies paid by the purchaser within thirty (30) days from the date the request was received.
- h) No services and supplies provided (example- stakeout, foundation installation, and niche plaque) shall be ordered for a period of 30 days from the date the contract was signed.
- i) If the purchaser wishes supplies to be ordered or services to be provided immediately, they are not subject to cancellation or refund.

#### **9. Cancellation of Interment or Scattering Rights after Thirty (30) Days from Purchase Date**

- a) If any portion of the Interment Rights has been exercised, the purchaser will not be entitled to cancel the contract.
- b) Upon receiving the original Contract/Interment Rights Certificate and written notice from the Interment Rights Holder after thirty (30) days from the date of purchase, the Administrator shall cancel the contract and issue a refund for the amount paid for the interment rights less the amount that was required to be deposited into the Care and Maintenance Fund.
- c) This refund shall be made within thirty (30) days from the date the request was received.
- d) After ninety (90) days of the original contract purchase, it is considered a Re-Sale of Interment Rights, which would require an Endorsement Form to be completed by the purchaser.

#### **10. Re-Sale of Interment or Scattering Rights**

- a) If any portion of the Interment Rights has been exercised, the purchaser will not be entitled to sell the rights back to the Municipality.
- b) The Municipality (operator) prohibits the subdividing, selling or transferring any portion of Interment Rights to a third party.

- c) If the Interment Rights Holder(s) wishes to re-sell the interment rights, the rights holder(s) must make the request in writing to the Administrator. The Municipality may re-purchase the interment rights at the price on the Cemetery's current Fees and Charges By-law, less the Care and Maintenance Fund contribution made at the time of purchase. The re-purchase and payment to the purchaser/Rights Holder(s) requesting the sale shall be made within thirty (30) days from the date the request was received.
- d) The Interment Rights Holder(s) requesting the resale of the rights must endorse the Form for Re-Sale of Interment Rights, transferring all rights and interest back to the Municipality. The appropriate paperwork must be completed before the Municipality reimburses the Rights Holder(s). Photo identification shall be required to complete the transfer. Depending upon the circumstances, a Power of Attorney or a Will may also be required. All photo identification and documentation shall be copied and kept on file with the Municipality.
- e) A re-sale fee will be charged as outlined in the current Evergreen Cemetery Fees and Charges By-law.

#### **11. Transfer of Interment Rights**

- a) If any portion of the Interment Rights has been exercised, the Interment Rights Holder will not be entitled to transfer the rights to anyone.
- b) An Interment Rights Holder may wish to have his/her Interment Rights transferred to another family member, which is considered a gratuitous transaction between the Transferor and the Transferee.
- c) Photo identification by both the transferor and transferee shall be required to complete the transfer and depending upon the circumstances, a Power of Attorney or a Will may also be required. Identification and accompanying documentation shall be copied and kept on file with the Municipality.
- d) An Endorsement Form for the Transfer of Interment Rights shall be signed by the transferor and a new Contract-Interment Rights Certificate will be issued to the transferee.
- e) A transfer fee will be charged as outlined in the current Evergreen Cemetery Fees and Charges By-law

#### **12. Care and Maintenance Fund Contributions**

- a) As required by the Act (s.166 and 168 of the Regulation 30/11), a prescribed amount or a percentage of the purchase price (excluding tax) of all interment rights, scattering 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.
- b) Contributions to the Care and Maintenance Fund are not refundable, except when interment or scattering rights are cancelled within thirty (30) days from date of purchase.
- c) The Treasurer, subject to advice from the Administrator and/or Clerk and Council shall be responsible for the management and investment of the Care and Maintenance Fund in accordance with the provisions of the Act and regulations there under.

#### **13. Interments - Full Burial, Cremation or Scattering of Cremated Remains**

- a) Before an Interment can take place, the Interment or Scattering Rights Holder must sign a Consent for Interment Form. Should the Interment or Scattering Rights Holder be deceased, the person authorized to act on behalf of the Interment Rights Holder such as next of kin, Personal Representative, Estate Trustee, Executor/ Executrix, must authorize the Interment or Scattering Rights.

- b) The Municipality reserves the right to require a copy of a Will showing the appointment of Executor/Executrix or other evidence sufficient to allow for interment authorization.
- c) A Burial Permit issued by the Registrar General or an equivalent document showing the death has been registered with the Province must be provided to the Administrator prior to a full burial taking place.
- d) Certificate of Cremation must be provided to the Administrator prior to the burial or scattering of cremated remains taking place.
- e) In accordance with the Act the purchaser of interment or scattering rights must enter into a Cemetery Contract-Interment Rights Certificate, providing such information as may be required by the Municipality for the completion of the contract and the public register prior to each interment or scattering of cremated remains.
- f) Payment must be made to the Administrator before an interment or scattering of cremated remains can take place.
- g) The Caretaker shall be given at least forty-eight (48) hours notice for each interment or scattering of cremated remains.
- h) The opening and closing of lots/plots and niches may only be conducted by the Caretaker, and must be present or arrange for the Administrator to be present at the time of scattering cremated remains.
- i) Cremated remains are not permitted to be scattered on a lot/plot or anywhere on the Cemetery grounds, other than the Scattering Gardens.
- j) Spring burials are to be completed by May 1<sup>st</sup> of any year, unless weather or ground conditions do not permit which is at the discretion of the Cemetery Caretaker who will then in turn notify the Administrator and or Clerk accordingly.
- k) Interments shall not take place between December 1<sup>st</sup> and May 1<sup>st</sup> in any year unless weather or ground conditions permit which is solely at the discretion of the Cemetery Caretaker who will then in turn notify the Administrator and or Clerk accordingly.
- l) A monthly fee will be charged for winter vault storage to anyone who is not a resident of the Municipality of Dysart.
- m) Interment Rights in a lot which measures four feet by eight feet (4' x 8") in size shall be limited to:
  - One (1) casket interment plus four (4) cremation interments on top. If a cremation interment has taken place first, a casket may not be interred; or
  - Four (4) cremation interments only
- n) Interment Rights in a columbarium niche measuring one (1) cubic foot shall be limited to two (2) cremation interments.
- o) When full size interments are required, all funeral homes shall be responsible for the moving of a casket, the operation of lowering devices to facilitate the lowering of caskets and for the supply of artificial grass.

#### **14. Disinterments**

- a) Human remains may be disinterred from a plot provided that the written consent (authorization) of the Interment Rights Holder has been received by the Administrator and the prior notification of the Medical Officer of Health.



- b) A certificate from the local Medical Officer of Health must be received by the Administrator before the removal of casketed human remains may take place.
- c) A certificate from the local Medical Officer of Health is not required for the removal of cremated remains.

## **15. Columbarium Niches**

- a) Payment must be made to the Administrator before an interment may take place.
- b) Only the Caretaker may open and seal niches for entombments. This applies to the inside sealer and the niche front.
- c) To ensure quality control, uniformity, and standard of workmanship, the plaque inscriptions on niche fronts must be arranged and ordered only through the Administrator.
- d) No plaques, vases, adornments or emblems affixed to the columbarium or individual niches are permitted. Any such items shall be removed without notification.
- e) No articles are permitted in or around the ground in the vicinity of the columbarium. Any such article shall be removed without notification and placed in the container to be picked up at the main entrance of the Cemetery.
- f) No person, other than the Caretaker shall remove or alter niche fronts.

## **16. Scattering Ground**

- a) The scattering ground is a designated area within the Cemetery grounds consisting of three (3) gardens where cremated human remains only can be scattered amongst a collection of shrubs, grasses, plants and flowers that have been planted by the Municipality.
- b) Once scattered in the garden, cremated human remains are non-recoverable.
- c) Only the Caretaker shall maintain the garden.
- d) Garden plaques can be ordered and placed as a memorial but are not mandatory and no other articles of any kind are permitted to be placed in the scattering gardens and will be removed without notification and placed in a container at the main entrance of the Cemetery and to be picked up in a timely manner.

## **17. Memorialization**

- a) No memorial shall be erected or permitted on cemetery grounds until all charges have been paid in full.
- b) No memorial shall be placed, moved, altered, or removed without permission from the Administrator.
- c) Memorials which consist of monuments, markers, pillow markers, cornerstones, plaques etc. are owned by the Interment Rights Holder and the Municipality does not hold any responsibility for lost, stolen, deteriorated or damaged articles of memorialization.
- d) Should any memorial present a risk to public safety because it has become unstable, the Caretaker shall do whatever deemed necessary by way of

repairing, resetting, or laying down the monument or marker or any other remedy so as to remove the risk.

## **18. Monuments, Markers and Pillow Markers**

- a) The Municipality will take reasonable precautions to protect the property of Interment or Scattering Rights Holders, but it assumes no liability for the loss of, or damage to, any monument, marker, pillow marker, corner stone or other structure, or part thereof.
- b) Minor scraping of the memorial foundations/bases due to grass/lawn maintenance is considered to be normal wear.
- c) The Administrator requires order forms from monument companies showing memorial type and size, base size, indicating if the memorial is to be placed on one (1) lot or centered on a plot, together with full payment for services before processing the work order and installation of the foundation.
- d) A foundation must be installed for all monuments, markers and pillow markers and are to be two inches (2") larger than the monument on all sides. All foundations are to be installed by the Caretaker.

Foundation sizes are as follows:

- 4" thick
- 12" x 24"
- 14" x 30"
- 14" x 36"
- 14" x 48"

Upright monuments must conform to the following height restrictions:

- Monuments up to 32" high must be at least 6" thick,
  - Monuments from 32" to 40" high must be at least 7" thick,
  - Monuments from 40" to 55" high must be at least 8" thick,
  - Any Monument higher than 55" must have plans submitted for approval by the Administrator and may be denied for practical reasons.
- e) All monuments, markers, and pillow markers shall be constructed of bronze or natural stone (i.e. granite)
  - f) A monument, marker or pillow marker is not permitted to stand on interment space on any lot.
  - g) Each lot may have only one (1) monument, marker, or pillow marker, regardless of the number of interments.
  - h) The Administrator and/or Caretaker reserves the right to remove at its sole discretion any memorial or other structure which is not in keeping with the dignity and decorum of the Cemetery as determined by the Municipality.

## **19. Articles Placed on Interment Right Lots, Niches or Scattering Gardens**

- a) The Cemetery is diligent to create a respectful and dignified resting place for multi-cultural members of our community. Requests to accommodate for religious or traditional beliefs shall be submitted in writing to Council through the Municipal Clerk and will be addressed at the next available meeting.
- b) The Municipality reserves the right to regulate the articles placed on lots/plots that:

- Pose a threat to the safety of all interment Rights Holders, visitors and Cemetery Employees,
  - Prevents the Cemetery Caretaker and staff from performing general Cemetery operations, and/or
  - Are not keeping with the dignity and the decorum of the Cemetery.
- c) Articles/items that are prohibited from being placed outside of the Memorialization Space or around the perimeter of a lot within the cemetery are:
- Articles made of hazardous materials such as non- heat resistant glass, ceramics or corrosive metals,
  - Loose stones, sharp or breakable objects,
  - Borders, fences, railings, walls, hedges or any enclosure
- d) Prohibited articles will be carefully removed on the first Wednesday of each month from May to November and placed in a closed container located at the main entrance to allow Rights Holders to pick up in a timely manner before being disposed of. Clean up dates will be posted at the cemetery and notice will be given on the municipal website prior to April 15<sup>th</sup>. Disposal will take place at the discretion of the Caretaker and the presence of the acting By-Law Officer may be required to act as a witness.
- e) Flower arrangements can be placed in a headstone saddle on top of an upright monument or hung on a shepherds hook.
- f) If any objects or articles go beyond a lot perimeter, they will be removed immediately and placed in a closed container at the main entrance.
- g) Articles left on lots, during the winter months (starting December 1<sup>st</sup>) are subject to deterioration and damage and it is recommended articles and tokens of remembrance be removed from the lot during these months.
- h) If ornaments, articles, and artificial flowers are found broken, scattered, or deteriorating, they will be placed in a covered container at the main entrance to be picked up in a timely manner before being disposed of. Disposal will take place at the discretion of the Caretaker and the presence of the acting By-Law Officer may be required to act as a witness.

## **20. Care and Planting**

- a) A portion of the price of interment and scattering rights is trusted into the Care and Maintenance Fund. The income generated from this fund is used to maintain, secure and preserve the Cemetery grounds. Services that can be provided through this fund include:
- Re-levelling and straightening of monuments and markers; and re-levelling, sodding or seeding of lots, or scattering grounds;
  - Maintenance of Cemetery roads;
  - Maintenance of perimeter walls and fences;
  - Maintenance of Cemetery landscaping;
  - Maintenance of columbarium; and
  - Repairs and general upkeep of Cemetery maintenance buildings and equipment.
- b) No person other than the Caretaker shall remove any sod or in any other way, change the surface of any lot in the Cemetery.
- c) Flowers may be planted in the Memorialization Space in front of the monument facing the lot. Plant material should be chosen carefully to ensure that the plants and their root systems will not overgrow the perimeter boundaries of the monument space.

- d) Plastic PVC, concrete, or granite edging must be installed around the perimeter of a prescribed Memorialization Space in order to facilitate cemetery maintenance. The edging must be installed into the ground so it remains in place and must not exceed four (4) inches in height above ground level.
- e) Interment Rights Holder(s) understand that plant material may have to be removed to facilitate a Burial or Cremation within a lot. The Caretaker will make reasonable efforts to preserve the plant material but does not assume any responsibility or liability in this regard.
- f) Trees or shrubs are not permitted to be planted anywhere on Cemetery grounds, except for the planting of a memorial tree, to which the location will be decided by the Caretaker.
- g) If plant material on a lot becomes invasive and harmful to other adjacent lots, whether by means of their roots, branches or otherwise or if they hinder the general appearance of the cemetery, the Cemetery Caretaker may have it removed.
- h) Flowers placed on a grave for a funeral will remain on the lot for up to 5 days and will be removed by the Caretaker any time thereafter to protect the sod, allow for grass cutting and maintain the tidy appearance of the Cemetery.

## **21. Contractor and Monument Dealers**

- a) Any contract work to be performed within the Cemetery requires the written pre-approval of the Interment or Scattering Rights Holder and the Administrator before the work may begin.
- b) Pre-approval includes but is not limited to: landscaping, delivery of monuments and markers, inscriptions, designs, drawings, plans and detailed specifications relating to the work, proof of all applicable government approvals and permits, the location of the work to be performed.
- c) All contractors must provide the necessary documentation below to the Administrator prior to the start of any work being performed on Cemetery property:
  - WSIB coverage
  - Occupational Health and Safety compliance standards
  - Environmental Protection
  - WHMIS
  - Evidence of Liability Insurance of not less than \$2,000,000.
- d) Cemetery regulations apply to all contractors, monument dealers and suppliers and all work carried out within the Cemetery grounds.
- e) All work done by Contractors, monument dealers and suppliers must be performed during Cemetery Operating Hours Monday - Friday (excluding statutory holidays), unless approval has been granted by the Administrator.
- f) 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.
- g) Contractors, monument dealers, and suppliers shall temporarily cease all operations until a funeral service has concluded.
- h) All memorials (including monuments, markers, pillow markers and corner posts are to be installed by the monument dealer.

- i) No monument, marker or pillow marker shall be erected by the monument dealer unless the foundation has been installed by the Caretaker and paid in full to the Administrator.

## **22. General Conduct**

- a) Visitors are welcome to the Cemetery during daylight hours.
- b) Visitors should conduct themselves in a quiet manner maintaining the dignity and peace of the cemetery and shall not disturb any service being held.
- c) No parades other than funeral processions shall be admitted to or organized within the Cemetery.
- d) Children under the age of twelve (12) years are not permitted on the grounds unless accompanied by an adult who shall be responsible for their conduct.
- e) Dogs must be restrained by a proper leash and accompanied by their owner. It is the responsibility of the dog owner to clean up after their pet.
- f) Interment Rights Holders and visitors are asked to walk on the roadways as much as possible to avoid walking on or across existing lots.
- g) Interment Rights Holders and visitors are asked to respect the neighboring lots which are not to be encroached upon, disturbed or disrupted in any way.
- h) Vehicles within the grounds shall not exceed 25 kilometres per hour and shall not allow wheels of any such vehicles to run on sod.
- i) Any person visiting the cemetery shall not damage, destroy, remove or deface any property within the cemetery.
- j) Any person found defacing memorials or any Cemetery property shall be prosecuted according to law.
- k) The Caretaker responsible for the maintenance of the Cemetery is empowered by the Municipality to expel persons disturbing the good order of the Cemetery either by noise, improper conduct or violation of Cemetery rules.

## **23. Miscellaneous**

- a) Notwithstanding the above rules and regulations, the Municipality of Dysart et al may from time to time, by resolution of Council require certain works to be completed or other measures taken for the good of the Cemetery, which work or measures shall not conflict with the above rules and regulations.