

BY-LAW NO. 2002 - 021

Greenwood Cemetery

RULES
and
REGULATIONS



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THE CORPORATION OF THE CITY OF OWEN SOUND

A BY-LAW TO PROVIDE FOR THE CONTROL, REGULATION AND MANAGEMENT OF GREENWOOD CEMETERY AND ENACT PROVISIONS RESPECTING THE COST OF LOTS IN GREENWOOD CEMETERY AND CERTAIN SERVICES RENDERED BY CEMETERY STAFF

WHEREAS The Corporation of the City of Owen Sound is desirous of establishing control and regulations for the management of Greenwood Cemetery, and

WHEREAS The Corporation of the City of Owen Sound is desirous of enacting provisions respecting the cost of lots in Greenwood Cemetery and services rendered by Cemetery staff.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE CITY OF OWEN SOUND HEREBY ENACTS AS FOLLOWS:

This By-law shall come into full force and effect upon the final passing thereof.

FINALLY PASSED AND ENACTED this 28th day of January, 2002.

Originally signed by Richard W. Beaney, Mayor

Originally signed by Glen E. Henry, City Clerk

INDEX

| | |
|---|----|
| SECTION 1 - DEFINITIONS | 4 |
| SECTION 2 - DUTIES OF THE CITY OF OWEN SOUND | 5 |
| SECTION 3 - RULES FOR VISITORS | 6 |
| SECTION 4 - SALE OF INTERMENT RIGHTS | 8 |
| SECTION 5 - CARE AND MAINTENANCE | 9 |
| SECTION 6 - TRANSFER/SALE OF INTERMENT RIGHTS | 9 |
| SECTION 7 - INTERMENTS | 10 |
| SECTION 8 - DISINTERMENTS | 13 |
| SECTION 9 - MAUSOLEUM VAULT REGULATIONS | 13 |
| SECTION 10 - LOT DECORATIONS | 14 |
| SECTION 11 - MONUMENTS AND MARKERS | 16 |
| SECTION 12 - RULES FOR CONTRACTORS AND THEIR EMPLOYEES | 19 |
| SECTION 13 - ENFORCEMENT | 20 |

SECTION 1 - DEFINITIONS

- 1.1 **CARE AND MAINTENANCE** means the upkeep of all lots and graves by the cemetery staff. Such care shall include the mowing of the grass, trimming around monuments and markers, and the refilling of sunken lots.
- 1.2 **CEMETERY** means the lands set aside and approved for the interment of human remains and includes a mausoleum, or other such structures known as Greenwood Cemetery in Owen Sound.
- 1.3 **CEMETERIES ACT** means Chapter C.4 of the Revised Statutes of Ontario, 1990 and the Regulations thereunder.
- 1.4 **CERTIFICATE** means the certificate of Interment Rights issued by the owner of the Cemetery to the purchaser for the use of interment space or lot.
- 1.5 **FUTURE DEVELOPMENT FUND** means a fund to save money for future use, such as purchase of land, purchase of a columbarium or other projects to provide the residents of Owen Sound with appropriate interment facilities.
- 1.6 **INTERMENT RIGHTS** is the right to require or direct the interment of human remains in any lot.
- 1.7 **INTERMENT RIGHTS HOLDER** means the person with interment rights with respect to a lot and includes a purchaser of interment rights under the Cemeteries Act.
- 1.8 **LOT** means ground used for or intended for the interment of human remains and includes a tomb, a crypt or compartment in a mausoleum and a niche or compartment in a columbarium.
- 1.9 **LOT DECORATIONS** means all structures, ornaments, plantings, or other embellishments, with the exception of markers or monuments, which are placed on a Cemetery lot.
- 1.10 **MARKER** means any stone of granite or marble set flush with the surface of the ground, to mark the location of a grave.
- 1.11 **MONUMENT** means any permanent memorial of granite or marble projecting above ground level.

- 1.12 **NOISE** means the sound that disturbs a person upon the Cemetery grounds or amounts to a nuisance.
- 1.13 **OWNER** means The Corporation of the City of Owen Sound.
- 1.14 **PARKING SPACE** means that part of any drive, roadway, or area designated by the owner for the parking of vehicles marked with signs so designated.
- 1.15 **PLOT** means two or more lots in which the rights to inter have been sold as a unit.
- 1.16 **TARIFF OF CHARGES** means all costs associated with the purchase of lots, crypts, and niches or any contracted service for Greenwood Cemetery.
- 1.17 **VEHICLE** means a motor vehicle, trailer, traction engine, farm tractor, road-building machine, and any vehicle drawn, propelled, or driven by any kind of power including muscular power.

SECTION 2 - DUTIES OF THE CITY OF OWEN SOUND

- 2.1.1 Greenwood Cemetery has been established to perform the interment rights of the Interment Rights Holders with dignity, respect and care, while maintaining and beautifying the property.
- 2.1.2 These rules may be changed, modified or repealed from time to time, subject to Ministry of Consumer and Commercial Relations approval, should the City feel it in the best interest of all concerned to do so. In exceptional circumstances, the owner may temporarily suspend the enforcement of any rule if in their opinion it can be done without detriment to the interest of others, and without affecting the general enforcement of them.
- 2.1.3 Cemetery staff may from time to time have to move monuments and drive on cemetery plots in the performance of their duties. These disruptions to individual lots will be carried out with due respect to the lot and it's amenities.

COMPLY WITH CEMETERIES ACT

- 2.2.1 Observe and carry out all of the provisions of this section and of the Cemeteries Act (the Revised Statutes of Ontario 1990, Chapter C.4) and the regulations thereunder.

- 2.2.2 Provide Lot Care.
- 2.2.3 Have full charge of Greenwood Cemetery and shall attend to the General Management thereof and shall, from time to time, originate and oversee all measures tending towards responsible maintenance of interment facilities at the Cemetery.
- 2.2.4 Be responsible for the general maintenance of the Cemetery, which is designed to improve its overall efficient service, appearance and condition. It shall include such items as the upkeep of drives, buildings, drainage, water lines and fences. It shall also include the following items of perpetual care on lots, annual spring cleanup, levelling of lots, periodic cutting of grass and raking of leaves. General maintenance shall apply to all lots and interment spaces.

INTERMENT AND DISINTERMENT

- 2.3 Cemetery staff shall perform all interments and dis interments, open and close all crypts and niches in the Cemetery.

ATTENDANCE AT INTERMENTS OR DISINTERMENTS

- 2.4 A Cemetery representative shall be in attendance at each interment or disinterment.

SECTION 3 - RULES FOR VISITORS

VISITATION TIMES

- 3.1 The cemetery is open for visitation from dawn to dusk with office hours from 8:00 a.m. to 5:00 p.m., Monday to Friday, or otherwise by appointment.

CODE OF CONDUCT

- 3.2 No person shall disturb the quiet and/or good order of the cemetery by noise or other inappropriate conduct. Persons who violate these rules may be expelled from the grounds.

VEHICULAR TRAFFIC - RESTRICTIONS

- 3.3.1 No person shall operate a vehicle within the Cemetery at a rate of speed in excess of 20 km/hr and no person operating a vehicle shall cause the vehicle to leave the paved roadways.

- 3.3.2 Parking is permitted in designated areas or on roadways where traffic can pass a vehicle without leaving the pavement.
- 3.3.3 Due to the winter conditions and roads which are close to the edge of the ravine, no person shall operate a vehicle on internal roads adjacent to the ravine after the first snowfall. No person shall operate a vehicle on an internal road that has not been cleared of snow.
- 3.3.4 No person shall operate a vehicle on an internal road when the road(s) are in an unfit condition that would cause the road(s) to be damaged by vehicular travel.
- 3.3.5 Owners of vehicles and their drivers shall be held responsible for any damage done by them. No person shall drive around any barricade indicating a road is closed to vehicular traffic.

LOT CARE

- 3.4.1 No person shall change the grade of a lot. In the event of such change, the cemetery staff will restore the lot to the original grade at the expense of the owner of the lot.
- 3.4.2 No person shall cut any sod or move corner posts, markers or monuments in the cemetery. Authorization must be received from the Interment Rights Holder in the form of a Cemetery Supplies and Services contract with a description of the work proposed.
- 3.4.3 No person shall cause any litter, refuse or waste paper, wrapper, container or garbage to be thrown out on roads, walks or any part of the grounds.
- 3.4.4 No person shall remove any flower, shrub or flower container from a cemetery lot, other than their own, without authority.

ALCOHOLIC BEVERAGES - PROHIBITED

- 3.5 No person shall bring any alcoholic beverage upon the cemetery property.

MEMORIAL SERVICE - RESTRICTIONS

- 3.6 When a Society or Association desires to hold a public Memorial Service, application shall be made to do so to the Cemetery no later than fifteen days prior to the desired date. Upon authorization, the Association or Society shall assume all responsibility for any damage and expenses incurred to any property in the Cemetery at this time.

CLARIFICATION OR INQUIRY

3.7 All inquiries are welcome at the Cemetery office.

SECTION 4 - SALE OF INTERMENT RIGHTS

CEMETERY BY-LAWS AND CEMETERY ACT

4.1 All sales of interment rights are subject to the rules set out in Section 4 of the Cemeteries Act.

INTERMENT RIGHTS SOLD

4.2 A contract for the purchase of interment rights for lots, niches, and crypts may be made in advance of need with payment in full at the time of purchase. All payments shall be made at the Office of Greenwood Cemetery or the City of Owen Sound Treasury Office.

TARIFF OF CHARGES

4.3 The purchase price of lots, and crypts shall be set forth in the Tariff of Charges as prescribed by City Council from time to time and shall be divided as follows:

| | | |
|-------|---------------------------|--------|
| 4.3.1 | All graves - General Fund | 57% |
| | Care and Maintenance Fund | 40% |
| | Future Development Fund | 3% |
| 4.3.2 | All crypts - General Fund | 77% |
| | Care and Maintenance Fund | 20% ** |
| | Future Development Fund | 3% |

** A minimum of \$500.00 to be placed in the Care and Maintenance Fund

| | | |
|-------|-------------------------|-----|
| 4.3.3 | All niches - | |
| | General Fund | 50% |
| | Care and Maintenance | 15% |
| | Future Development Fund | 35% |

INTERMENT RIGHTS HOLDER - RIGHTS

4.4 The Interment Rights Holder acquires only the right and privilege of interment of human remains and the construction of monuments or markers, subject to the by-law.

SECTION 5 - CARE AND MAINTENANCE

TARIFF OF CHARGES - CONDITION

5.1 Lots and crypts sold shall include the cost of care and maintenance as set forth in the tariff rates as set from time to time. (Section 4.3)

CARE AND MAINTENANCE - PROVISION

5.2 The Cemetery will undertake to provide care and maintenance on a lot, upon payment of the charges set forth in the tariff of rates.

COST TO COMMUTE

5.3 Where Interment Rights have been granted prior to the passing of the By-Law upon which Section 5 is founded, and the cost of care and maintenance of such Interment Rights has not been paid, the Interment Rights Holder shall pay to the owner the fee to commute the interment rights to Care and Maintenance as prescribed in the Tariff of Charges.

SECTION 6 - TRANSFER/SALE OF INTERMENT RIGHTS

TRANSFER/SALE OF INTERMENT RIGHTS

6.1 The sale of Interment Rights to any person other than the Cemetery is strictly prohibited.

REPURCHASE OF INTERMENT RIGHTS

6.2.1 Interment Rights will be repurchased from the Interment Rights Holder based on the original purchase price for the Interment Rights less the amount paid into the Care and Maintenance Fund, or the predecessor of such a fund, in respect of the Interment Rights.

6.2.2 If the owner cannot, using reasonable efforts, determine the amount paid for the Interment Rights, the repurchase price will be \$50.00.

6.2.3 A minimum rate of repurchase for Interment Rights shall be \$50.00 per lot.

TRANSFER

- 6.3 Interment Rights may be transferred to another party upon application at the Cemetery office, by completion of the transfer portion of the Interment Rights Certificate and payment of the transfer fee as prescribed in the Tariff of Charges.

SECTION 7 - INTERMENTS

BURIAL PERMIT

- 7.1 No interment shall take place without a Burial Permit or Cremation Certificate, as applicable, nor until the person making arrangements for the interment has complied with all by-laws, herein, relative to interments. Persons contracting for Interment Rights and/or making arrangements for burials shall be responsible for payment of all charges previous to the interment.

INTERMENT - INFORMATION

INFORMATION REQUIRED

- 7.2 The name of the deceased, place of birth, residence, age, date of death, sex, the name and address of the nearest relative of the deceased, funeral director, date time and location of the interment.

WRITTEN CONFIRMATION OF INFORMATION

- 7.3 All such orders shall be confirmed in writing with the Cemetery. The owner will not be responsible for any errors or misunderstanding that may arise from inaccurate information received by telephone.

CONDITIONS

- 7.4.1 The owner shall not make any interment, entombment, or inurnment in any grave, crypt or niche unless and until the person(s) ordering the same shall first exhibit:
- 7.4.1.1 A signed contract with respect to the ownership of the Interment Rights and the authorization to proceed with the interment, entombment or inurnment; or
 - 7.4.1.2 An Interment Rights Certificate or deed indicating the rightful owner of the interment rights upon which the interment activity is requested.

7.4.1.3 In a circumstance where the person requesting the interment activity is unable to provide evidence of ownership, the owner will require the person requesting the interment to sign the Cemetery Interment Rights and Services contract, saving the owner harmless from all subsequent claims from such interment activity.

7.4.1.4 All contracts pursuant to the purchase of Interment Rights must be completed at the Cemetery office.

RESTRICTIONS - WEATHER AND GROUND CONDITIONS

7.4.2.1 All winter interments will be performed as weather conditions allow. From December 1st to April 1st, all Greenwood Cemetery winter committal services may be held in the Mausoleum Chapel. No additional charge shall be made for the use of the Mausoleum Chapel for interments in Greenwood Cemetery.

7.4.2.2 At times when the ground in the cemetery is soft and conditions are potentially hazardous for people and vehicles, from spring thaws, rain or other cause, committal services shall be held in the Mausoleum Chapel. No charge shall be made for such service in the Mausoleum.

7.4.2.3 The interment of all bodies in storage shall be made at a time determined by the owner, in cooperation with the funeral director, who is the only one permitted to attend the transfer.

CONTAINERS

7.4.3.1 All containers or caskets used in the cemetery shall be of sufficient strength as to equal in minimum weight to 3/4 inch (19.05 millimetres) pine or be enclosed in an outer container.

7.4.3.2 All interments made in "Memorial Gardens" Block A, B, or C shall be in a permanent outer container such as a cement vault or cement liner.

EXTRA DEPTH

7.4.4 Where the first interment in a lot is at sufficient depth, a second interment above the first is permitted. All extra deep interments must be made in a permanent outer case such as a cement vault or liner.

INTERMENTS PERMITTED PER LOT

7.4.5 No more than four interments may be made in any one lot (7.3.4); with a maximum of two standard interment(s) in any one lot.

INTERMENT OPENING - NOTICE

7.4.6 Notice of each interment shall be given to the owner at least eight business hours before such interment is to take place.

FUNERALS - CONDITIONS

7.4.7.1 No interment shall be made on Sundays or Holidays except by Order of the Medical Officer of Health.

7.4.7.2 Funeral processions within the Cemetery shall follow the route indicated by the owner.

7.4.7.3 Funerals arriving late in the day necessitating work by Cemetery staff after normal operating hours will be charged an additional fee.

INURNMENTS

7.5.1 Cremated remains for inurnment in a niche or crypt must be enclosed in a polypropylene plastic urn or an urn made of other durable materials.

7.5.2 The number of cremated remains to be placed in each niche is determined by the urn size and niche dimensions. Any urn which cannot be contained within the niche will not be inurned.

SCATTERING GARDENS

7.6.1 All scattering of cremated remains shall be performed by or in the presence of Cemetery staff for a fee set forth in the Tariff of Charges as prescribed by City Council from time to time.

7.6.2 Immediate family members or friends of the deceased may be present when the scattering of the cremated remains is taking place. No person, save for Cemetery staff, shall be present at a scattering without the completion of an application for scattering of cremated remains and remittance to the administrator. The person/persons requesting the scattering of cremated remains will sign a release indicating that he/she/they agree that the cremated remains, once properly scattered, are non-retrievable. All scattering of cremated remains will take place in Scattering Gardens A, B, C, D or E.

SECTION 8 - DISINTERMENTS

APPROVAL

- 8.1 No disinterment shall take place without the approval of the Medical Officer of Health and written consent of the interment rights holder. All other requirements under the Cemeteries Act must be met in order for a disinterment to proceed.

RESTRICTIONS

- 8.2.1 Disinterments shall be made at a time determined by the owner, only from May 1 to October 31 in any year, unless otherwise ordered by the Medical Officer of Health.
- 8.2.2 The removal of human remains, not contained in a permanent outer container, must be completed by a certified funeral director.

PROVISION OF A CONTAINER

- 8.3 If the original interment container is damaged to render it unusable, a new container must be supplied to the specifications of the owner.

REMOVAL OF PRIVATE MEMORIALS

- 8.4 Any marker or monument, designating the location of the interment, shall be removed at the expense of the Interment Rights Holder, at the time of disinterment.

SECTION 9 - MAUSOLEUM VAULT REGULATIONS

MAUSOLEUM VAULT STORAGE - FEES

- 9.1 All funeral directors placing bodies in the vault for storage for interment in a cemetery other than Greenwood Cemetery or by previous agreement, must pay a prescribed fee. A deposit shall be paid sufficient to cover all vault storage fees for the time stipulated for the body to remain in the vault.

MAUSOLEUM VAULT STORAGE - DURATION RESTRICTIONS

- 9.2.1 All bodies must be removed from the vault by May 1st in each year.

- 9.2.2 No body may be deposited in the vault from May 1st to December 1st unless it is enclosed in an air tight metallic casket or hermetically sealed zinc-lined box, and with the permission of the owner.

MAUSOLEUM VAULT STORAGE - RESTRICTIONS

- 9.3.1 All bodies to be placed in the vault for winter storage shall be embalmed or be placed in an air tight metallic casket or hermetically sealed zinc-lined box.
- 9.3.2 The bodies of persons dying from contagious diseases cannot be admitted to the vault but must be interred.
- 9.3.3 The owner may direct the removal of a body deposited in the vault and inter it at any time in a single grave should the condition of the body require the interment or after May 1st of any year.

SECTION 10 - LOT DECORATIONS

STRUCTURES

- 10.1 Copings, fences, curbs, benches, steps, structures of wood, 'candles', flower pots and containers of glass, crockery or other destructible materials are prohibited and shall be removed without notice. Those structures or enclosures established on any lot previous to the adoption of these regulations, which have become unsightly by reason of neglect or age, shall be removed.

FLORAL TRIBUTES

- 10.2 From May 1 to October 31, flowers are allowed on the lots. Artificial or cut flowers are to be placed in a metal or plastic spiked container. Only one such container will be permitted on a single lot and no more than two on any other plot. Floral tributes shall be removed from plots by the owner after they become unsightly. Potted plants will be permitted to remain on lots for a period of 4 days before and 4 days after the following occasions: Easter, Mother's Day, Father's Day, and Remembrance Day. Any plants placed prior to or remaining after this period of time will be removed by staff.

WREATHS/ARRANGEMENTS

- 10.3 Saddle arrangements may be in place year round. Other wreaths or wreath-like arrangements may be placed on lots October 31 to May 1. Such decorations are to be removed by May 1, or shall be considered abandoned and may be disposed of by the Cemetery staff.

OTHER DECORATIONS

- 10.4 Any other decorations or objects save and except by approval of the owner are not permitted and shall be removed.

FLOWER BEDS - RESTRICTIONS

- 10.5 A flower bed may be planted after the installation of a monument on the lot. Flowers may be planted in front of the monument, in beds not to exceed twelve inches (30.5 cm) from the stone. If the Interment Rights Holder owns the rights to both sides of the monument, a bed can be placed on both sides.

PLANTINGS - MEMORIAL GARDENS BLOCK `B` AND NORTHWEST EXTENSION

- 10.6 All planting of trees, shrubs and flowers in Memorial Gardens Block `B` (flat marker section) shall be done by the owner except by permission.

SHRUBS

- 10.7.1 The planting of dwarf evergreen trees and small deciduous shrubs will be permitted only on lots having a monument and after obtaining a shrub permit from the Cemetery Office. The trees must be planted by nursery or cemetery staff with one shrub on either side of the monument. Unauthorized plantings will be removed without notice.
- 10.7.2 The planting of all trees and shrubs in the Northwest Extension shall be placed and maintained by Cemetery staff. A flower bed may be planted after the installation of a monument on the lot. Flowers may be planted in front of the monument, in beds not to exceed twelve inches (30.5 cm) from the stone.

SECTION 11 - MONUMENTS AND MARKERS

MONUMENT AND MARKER - GENERAL RESTRICTIONS

- 11.1.1 No upright monuments are allowed on single interment spaces except:
(a) Northwest Extension in ranges which are adjacent to a hedge as specified in 11.1.5

(b) the cremation and infant lots which are part of the Columbarium Garden Lots.
- 11.1.2 Not more than one monument shall be erected on any one plot, and this must be placed in the space reserved for it unless special permission is given by the Cemetery for placing it otherwise.
- 11.1.3 In cases where part of a cemetery plot is sold, an agreement may be made with the lot owner for use of monument already there. Otherwise only flat markers may be used.
- 11.1.4 All markers and foundations are to be installed by cemetery staff. Unauthorized markers will be removed at the interment rights holder's expense.
- 11.1.5 All cremation niches must be memorialised with bronze plaques which must meet cemetery standards.
- 11.1.6 In the Northwest Extension, plots adjacent to the hedges are allowed to memorialise with an upright monument which must be placed in the location reserved for it, which is next to the hedge. Lots which are not adjacent to a hedge must use a memorial marker (refer to 11.8.1; 11.9.1 and 11.9.2 for sizes).

MONUMENT AND MARKER - CARE AND MAINTENANCE

- 11.2.1 All Interment Rights Holders purchasing a monument, or marker over 172 sq. inches (436.9 sq. cm) for installation in Greenwood Cemetery shall contribute to the care and maintenance of the memorial as required in the Cemeteries Act.
- 11.2.2 Markers over 172 square inches (436.9 sq.cm) \$ 50.00
- 11.2.3 Monuments up to 4 feet (121.9 cm) in height or width \$100.00
- 11.2.4 Monuments over 4 feet (121.9 cm) in height or width \$200.00

GENERAL CONSTRUCTION

- 11.3.1 The bottom bed of all bases and markers shall be cut level and true.
- 11.3.2 All markers must have sawn edges for ease of installation and to restrict frost from raising the marker above ground level.

INSCRIPTIONS

- 11.4.1 All inscriptions must be approved by the Cemetery Representative.
- 11.4.2 Inscriptions shall not be permitted on the side of the monument facing an adjoining plot where there is not room for an adult interment between the monument and the boundary of the plot.

FOUNDATIONS

- 11.5.1 Monuments shall be set on concrete foundation of not less than six feet (1.83 m) in depth.
- 11.5.2 All foundations for monuments shall be built by the owner at the expense of the lot owner.
- 11.5.3 Monument dealers must give exact size of base and a minimum of fifteen days notice before installation.
- 11.5.4 All markers exceeding thirty inches (76.2 cm) wide by sixteen inches (40.6 cm) long shall be placed on a concrete foundation.
- 11.5.5 No monument shall be delivered to the Cemetery until the foundation is completed.

FOUNDATIONS - PAYMENT

- 11.6 No monument or marker may be set or installed until the charges have been paid for the foundation and/or the installation.

MONUMENTS - IN DISREPAIR

- 11.7 Lot owners shall be required to keep all monuments safe. Within three months of the date of a written notice to the lot owner to remove or repair such defective monuments, work must be completed or repairs will be completed by the Cemetery at the expense of the lot owner.

MARKER SIZES - SINGLE LOT

- 11.8.1 A single lot or cremation space may only have a flat marker, with a size of 12 inches x 24 inches x 4 inches (30.5 cm x 61 cm x 10.2 cm), except where specified for upright memorials in Section 11.1.1. . The memorial base may be a maximum size of 24 inches wide x 12 inches deep and 8 inches high (61 cm x 30.5 cm x 20 cm) with the overall memorial having a maximum height of 30 inches (76 cm) installed as a head marker.
- 11.8.2 An infant lot in the South Extension may have a flat marker with a size of 10 inches (25.4 cm) by 16 inches (40.6 cm). Infant space in the Columbarium Garden Lots #65 to #161 will accommodate an upright memorial with a maximum base size of 24 inches wide by 12 inches deep and 8 inches high (61 cm x 30.5 cm x 20 cm) with the overall memorial having a maximum height of 30 inches (76 cm)

MEMORIAL GARDENS BLOCK `B' - MARKER RESTRICTIONS

- 11.9.1 In Memorial Gardens Block `B' only flat markers will be allowed. The minimum size for a Flat Marker in Block `B' Memorial Gardens is 36" x 16" (91.4 cm x 40.6 cm) except on a single lot.
- 11.9.2 The maximum size for a marker is 42" x 18" (106.7 cm x 45.7 cm) on a two lot plot and 48" x 18" (121.9 cm x 45.7 cm) on a three lot plot.

BASE SIZES FOR MONUMENTS

- 11.10.1 The monument base must have a minimum height of four inches (10.2 cm) and a maximum height of eight inches (20.3 cm).

MONUMENT SIZE

- 11.11.1 The monument size shall be as follows:
- 11.11.1.1 2 Interment Spaces - 42" x 12" (106.7 cm x 30.5cm) Maximum
- 11.11.1.2 3 Interment Spaces - 60" x 12" (152.4 cm x 30.5cm) Maximum
- 11.11.1.3 On all larger lots length of Base will not exceed 2/3 the width of lot.

MONUMENT DIE

- 11.12.1 The following limitations are created to preserve the safety of all monuments:
- 11.12.1.1 Minimum Die Thickness - 6" (15.2 cm)
- 11.12.1.2 Minimum thickness for Die over 26" (66 cm) tall must be 8" (20.3 cm) and Maximum Thickness 10" (25.4 cm).

SECTION 12 - RULES FOR CONTRACTORS AND THEIR EMPLOYEES

CONTRACTORS - REQUIREMENTS

- 12.1.1 Every contractor entering the cemetery must provide the owner with proof that they are covered under the Worker's Compensation Act and carry a minimum one million dollars public liability in third party insurance coverage. Proof of this requirement should be in the form of:
- 12.1.1.1 the name of the Insurance Company
- 12.1.1.2 Insurance Policy Number
- 12.1.1.3 Worker's Compensation Number
- 12.1.2 Every contractor employed to erect monuments or to do any other work in the Cemetery shall have written authorization in the form of a Cemetery Supplies and Services contract from the Interment Rights Holder as to the work to be done and also have permission from the Cemetery.

CONTRACTORS - RESPONSIBILITIES

- 12.2.1 Contractors including gardeners, florists or their employees shall not enter the cemetery on Sundays or holidays for business purposes.
- 12.2.2 The demeanour and behaviour of all workers employed by others in the Cemetery shall be subject to the Code of Conduct (Section 3.2) for the Cemetery.
- 12.2.3 Workers shall cease work, if in the immediate vicinity of a funeral, until the conclusion of the service.

12.2.4 Any worker who damages any lot, tombstone, monument or other structure or otherwise does any injury or damage in the Cemetery, shall be responsible for such damage or injury, as will their employer.

CONTRACTORS - TIME RESTRICTIONS

12.3.1 All work must be done during regular cemetery hours. No work shall be commenced on Saturday that cannot be finished within operating hours, including cleanup.

SECTION 13 - ENFORCEMENT

PENALTY

13.1 Where a specific penalty is not provided for an offence under the Cemeteries Act, every person who contravenes any provision of this By-Law is guilty of an offence and is liable, upon conviction, to a fine not exceeding five thousand (\$5000.00) dollars, exclusive of costs, for each offence, recoverable under the Provincial Offences Act.