

St. George Fairvalley Cemetery

Hereinafter referred to as “the cemetery operator”

66 Fairvalley Church Road
Oro-Medonte Township
Mailing address: P.O. Box 285
COLDWATER, ON L0K 1E0
Website: www.stgeorgefairvalley.org
Email: info@stgeorgefairvalley.org

BY-LAWS AND REGULATIONS

These by-laws are the rules that govern the operations of St. George Fairvalley Cemetery, 66 Fairvalley Church Road, P.O. Box 285, Coldwater, ON L0K 1E0, located in the Township of Oro-Medonte. They are in compliance with the Funeral, Burial and Cremation Services Act, 2002 (FBCSA), Ontario Regulation 30/11 (O. Reg. 30/11) and Ontario Regulation 184/12 (O. Reg. 184/12), and have been approved by the Registrar, FBCSA, Bereavement Authority of Ontario (BAO) (“the Registrar”).

Effective date: April 13, 2026

TABLE OF CONTENTS

Section A:	DEFINITIONS
Section B:	GENERAL INFORMATION
Section C:	PURCHASE OF INTERMENT RIGHTS
Section D:	CANCELLATION OF INTERMENT RIGHTS WITHIN THE 30-DAY COOLING OFF PERIOD
Section E:	RESALE, CANCELLATION OR TRANSFER OF INTERMENT RIGHTS AFTER THE 30-DAY COOLING OFF PERIOD
Section F:	INTERMENT/BURIAL RIGHTS
Section G:	DISINTERMENT
Section H:	MEMORIALIZATION
Section I:	CEMETERY CARE AND MAINTENANCE
Section J:	FLORAL TRIBUTES, CARE AND PLANTING, AND PROHIBITED ITEMS
Section K:	CONTRACTOR / MONUMENT DEALER BY-LAWS

A. DEFINITIONS

BAO: Is the Bereavement Authority of Ontario.

Burial/Interment: The opening of a lot and then the placing of a dead human body or the remains of a cremated human body in that lot, followed by closing the lot. The lot shall be a grave in the ground.

By-laws: The rules under which the cemetery operates including this and all other by-laws of the Cemetery as amended and which are, from time to time, in force and effect.

Care and Maintenance Fund: The FBCSA, O. Reg. 30/11 and O. Reg. 184/12 require that an amount of money, that is the greater of a minimum prescribed amount and a percentage of the purchase price (excluding tax) of all interment rights sold, transferred or assigned; and prescribed amounts for monuments and markers, be contributed into the operator's care and maintenance trust fund. Interest earned from this Care and Maintenance Fund is used to cover the costs of care and maintenance of the cemetery, including markers and monuments, in perpetuity.

Contract: A written contract between the cemetery operator and the purchaser of interment rights or other cemetery supplies and services. Purchasers shall receive a copy of the signed contract detailing the obligations of both parties and acknowledging 1. Receipt of the cemetery by-laws, 2. A copy of the BAO's publication *A Guide to Death Care in Ontario* ("Consumer Information Guide") and 3. The operator's current price list.

Cremated Remains: Means all recoverable bone fragments of a dead human body that remain after cremation in a crematorium. Bone fragments are mechanically processed to reduce the particle size.

Grave: See **Lot**.

Interment Right: The right to require or direct the interment or disinterment of human remains or cremated human remains in a grave, lot, niche or crypt and to authorize the installation (and inscriptions) of a monument or marker.

Interment Rights Certificate: The document issued by the cemetery operator to the purchaser once the interment rights to a specific lot have been paid in full, identifying ownership and authority over those specific interment rights.

Interment Rights Holder: The person(s) authorized or entitled to authorize the interment of human remains in a specified lot. They may be the person named in the Interment Rights Certificate or such other person to whom the rights have been assigned.

Lot: An area of land in a cemetery containing, or set aside to contain, interred human remains in a grave. For the purposes of these By-Laws a lot is a single grave space.

Marker/Monument: Any permanent memorial structure – upright monument, plaque, headstone, cornerstone, footstone, or other structure or ornament affixed or intended to be affixed to a burial lot and used to indicate the location of a burial.

Opening and Closing Fee: The fee charged by the cemetery operator to excavate a grave for an interment and then refill the grave. The opening and closing fee is included in the interment fee.

Plot: Two or more lots in respect of which the rights to inter/bury have been sold as a unit. **The sale of single “lots” at St. George Fairvalley Cemetery has replaced the sale of plots.**

B. GENERAL INFORMATION

Hours of Operation: Cemetery grounds are open to visitors from **08:00** a.m. to dusk **seven (7)** days a week.

Office Hours: Monday to Friday 0900 a.m. to 5:00 p.m.

Burial Hours: Monday to Friday from 9:00 a.m. to 4:00 p.m.

General Conduct:

The cemetery operator reserves full control over the cemetery operations and management of land within the cemetery grounds.

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 any service being held.

Visitors are welcome at the Cemetery. Visitors are also expected to show appropriate respect for the Cemetery. Any person disturbing the quiet and good order of the Cemetery by noise or other improper conduct, or who violates the rules of the Cemetery may be expelled from the grounds by the Cemetery Board, Cemetery-related personnel, or police.

Persons under the age of sixteen (16) are not permitted on the grounds unless in the charge of an adult who shall be responsible for their good conduct.

Dogs and Pets are not allowed to run at large in the Cemetery and must be kept on a leash. Any excrement created by the dog/pet must be cleaned up and removed by its owner.

Firearms: No person with firearms will be admitted to the Cemetery except for a military funeral.

Alcohol/Drugs: Alcohol/drug use is prohibited within the Cemetery.

Vehicles: Only cars/small trucks are allowed in the Cemetery. Any off-road, motorcycles and recreational vehicles are strictly prohibited. Vehicles within the Cemetery shall be driven with due decorum. Owners of vehicles shall be responsible for any damage done by them or their drivers.

By Law Amendments:

The cemetery shall be governed by these by-laws, and all procedures will comply with the FBCSA and O. Reg. 30/11 and 184/12, which may be amended periodically. All by-laws and by-law amendments are subject to the approval of the Registrar, FBCSA, BAO and do not come into force until approval is received.

Liability:

The cemetery operator/Board 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, mausoleum crypt, monument, marker, or other article that has been placed in relation to an interment right, except for loss or damage caused by gross negligence of the cemetery operator.

Correction of Interment Errors:

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

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

Public Register:

As required by the FBCSA, all cemetery and crematorium operators must maintain a public register that is available to the public for review during regular office hours or by appointment, and without charge.

Pet Interments:

Full body or cremated pet/animal remains are not allowed to be interred/buried or scattered anywhere on cemetery grounds.

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 and consent from the Registrar, FBCSA, BAO, where necessary.

C. PURCHASE OF INTERMENT RIGHTS

The purchase of interment rights is not a purchase of real estate or real property. Interment right holders acquire only the right to direct the burial of human and/or cremated remains, and the installation of monuments, markers, and inscriptions, subject to the conditions set out in these cemetery by-laws. No burial, or installation of any monument, marker, inscription, or memorialization is permitted until the interment rights have been **paid in full** and the interment rights certificate has been issued.

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

1. A copy of the contract
2. A copy of the cemetery by-laws
3. A copy of the price list
4. The BAO's publication *A Guide to Death Care in Ontario*, also known as the "Consumer Information Guide."

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

D. CANCELLATION OF INTERMENT RIGHTS WITHIN THE 30-DAY COOLING OFF PERIOD

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

E. RESALE, CANCELLATION OR TRANSFER OF INTERMENT RIGHTS AFTER THE 30-DAY COOLING OFF PERIOD

RESALE OF INTERMENT RIGHTS IS PROHIBITED. The cemetery operator/Board prohibits the resale of interment rights to a third party. If the interment rights holder wishes to cancel their interment rights contract after 30 days, the cemetery operator/Board will refund/repurchase the interment rights at the price listed on the current price list, less any care and maintenance contribution amount previously paid. The cemetery operator/Board reserves the right to refuse to cancel a contract for interment rights if a portion of the interment rights has been exercised (for example, one lot in a plot has been used).

Requirements for Cancellation of Interment Rights:

To cancel a contract for interment rights, the interment rights holder must provide the cemetery operator/Board with written notice of cancellation and the interment rights certificate, which must be endorsed by the rights holder(s), transferring all rights, title and interest back to the cemetery operator. The aforementioned paperwork must be completed before the cemetery operator/Board will reimburse the rights holder(s).

Transfer of Interment Rights:

The transfer of interment rights may only be made after the interment rights have been paid for in full. With the permission of the cemetery operator/Board and in accordance with these by-laws, the rights holder may transfer the interment rights to another person for no consideration (no money). Transfers must be processed through the cemetery operator/Board and the following must be provided:

- The interment rights certificate endorsed with the following:
 - o A statement signed by the rights holder acknowledging the transfer to the third-party.
 - o A signed confirmation by the cemetery operator/Board that the person transferring the rights is shown as the rights holder in the cemetery's records. Should the interment rights holder be deceased, authorization must be provided in writing by the person authorized to act on behalf of the interment rights holder in keeping with the *Succession Law Reform Act* i.e. personal representative, estate trustee (executor) or next of kin. A copy of the notarized will or other documentation may be required to ensure the person requesting the transfer is authorized to do so.
 - o The date on which the rights were transferred to the third-party (transferee).
 - o The name and address of the transferee.
- A written statement regarding the lots that are being transferred and confirmation that they have not been used.
- Any other documents in the rights holder's possession relating to the rights.
- A copy of the current cemetery by-laws must be provided the transferee.

Once all required documentation and information has been received by the cemetery operator/Board from the rights holder(s), the cemetery operator/Board will issue a new interment rights certificate to the transferee(s), and the transferee(s) shall be considered the current interment rights holder(s) of the interment rights. The transfer of the interment rights shall be considered final and the cemetery's Public Register will be updated.

Administration Fee for Transfer:

In the case of a transfer of interment rights, an administration fee applies for the cemetery operator/Board to issue a new rights certificate to the transferee. The fee, which is set out on the cemetery price list, is also charged for replacement of lost or damaged certificates.

F. INTERMENT/BURIAL RIGHTS

Opening and Closing of Graves or Lots:

The opening and closing of graves may only be conducted by cemetery staff or those designated to do work on behalf of the cemetery.

The cemetery retains the right of passage over every grave so that the cemetery operations may be performed effectively.

The cemetery reserves the right to temporarily relocate a monument or marker if required to open and close a lot. The cemetery may also temporarily place the removed soil on an adjacent lot while an interment or disinterment is being carried out. The cemetery will make reasonable efforts to restore all lots after the interment or disinterment has been completed.

Remains must be delivered to the cemetery for interment in a closed casket or rigid container. Bodies delivered or presented only in a shroud will not be accepted for interment.

Cemetery Board and Ordained Clergy Presence: A Cemetery Board member and an ordained

clergy of a recognized church denomination must be in attendance at each interment.

Authorization, Information and Documents Required for a Burial: The following items are required before an interment can take place:

- **Contract:** For each burial or entombment of human remains or cremated human remains, the purchaser or rights holder(s) must enter into a contract as described above in **Purchase of Interment Rights**.
- **Written Permission of Interment Rights Holder(s):** Interment rights holder(s) may be required to provide identification and written direction and authorization prior to an interment/burial taking place. Should the rights holder(s) be the deceased, authorization/instructions must be provided in writing in a will, by the person authorized to act on behalf of the interment rights holder in keeping with the *Succession Law Reform Act* (i.e., Estate Trustee or authorized next of kin)
- **Proof of Registration of Death:** A burial permit issued by the Registrar General (or equivalent document for deaths that occurred outside the province of Ontario) showing that the death has been registered must be provided to the cemetery operator/Board prior to an interment taking place.
- **Interment of Cremated Remains:** A Certificate of Cremation must be submitted to the cemetery operator/Board prior to the burial of cremated remains.
- **Payment:** Interment rights and all services must be **paid in full** to the cemetery operator/Board before a burial may take place.

Scattering of Cremated Remains: Scattering of cremated remains is prohibited anywhere on cemetery grounds.

Notice Required: The cemetery requires two (2) working days' notice for each interment/burial of human remains. Regular interments are held between 9:00 a.m. and 4:00 p.m. Monday to Friday.

Interments or disinterments will **not** be scheduled on Sunday or Statutory Holiday or between the first snowfall and spring breakup. Special arrangements may be made with the Cemetery Board for other times. Extra charges apply in these special situations.

Interment/Burial Service: At the completion of the burial service and not longer than fifteen (15) minutes following the service, visitors shall remove themselves from the grave site a minimum distance of fifty (50) feet to allow workers to complete the burial process.

Every effort will be made to complete a burial on the assigned day and time. If due to inclement weather conditions, health and safety concerns, or conditions beyond the cemetery operator's control, if an interment cannot be made at the scheduled time, the cemetery operator/Board reserves the right to reschedule. The burial shall be completed as soon as possible.

Burial Allowances for a Single Lot:

- One single lot shall consist of one (1) casket interment and a maximum of three (3) cremated remain interments* **OR**
- Three (3) cremated remain interments / burials only (no casketed interment).

*Where cremated remains are interred prior to casket interment(s), all attempts will be made to locate and temporarily remove urns to facilitate casket burials. For better retrievability of the cremated remains, they should be in an urn or container that is non-biodegradable and is not breakable (urn vaults are not mandatory but are recommended). There is no guarantee that cremated remains interred in a biodegradable urn or without an urn vault can be retrieved. The cemetery operator/Board is not responsible if there is an issue or failure with the urn or container and there is a leakage of the cremated remains which may not be recoverable. Cremated remains disinterred in advance of a full body burial will be temporarily stored in a secure location, which will be documented by the cemetery operator/Board. There may be additional costs for the cremated remains disinterments as part of the casket opening & closing costs (please see the cemetery price list). Please also see further provisions under the **Disinterment** section.

Outer containers/Vaults: Vaults and/or Outer containers (concrete liners) are strongly recommended for casket interments/burials to protect the integrity of the grave and to prevent casket decay/deterioration.

G. DISINTERMENT

Human remains may be disinterred from a lot with the written consent of the interment rights holder and prior notification to the local Medical Officer of Health. Notification to the local Medical Officer of Health is not required for the disinterment of cremated remains.

In some circumstances, the disinterment of human remains may be ordered by one or more public officials (e.g., Court Order, Coroner's Office etc.) and will take place without the consent of the interment rights holder(s) and/or next of kin.

The cemetery is not responsible for damage to any casket, urn, container or vault which may occur during a disinterment. Additionally, due to the length of time that a casket, urn, container or vault has been interred and the conditions to which it has been exposed, the cemetery cannot guarantee that it can retrieve the complete casket, urn, container or vault interred in the cemetery. Should a new casket, urn or container be required at the time of disinterment, it shall be at the expense of the party authorizing the disinterment. Additionally, the cemetery operator/Board has the right to request that a licensed funeral director be present for the disinterment at the expense of the party authorizing the disinterment.

Disinterments will be scheduled at a day and time designated by the cemetery operator/Board. The cemetery operator/Board reserves the right to close the cemetery or the section where the disinterment is to take place. Only those persons required or permitted by the cemetery to attend a disinterment shall be allowed to enter the cemetery or the section involved during a disinterment.

If reinterment does not take place within the same lot and if existing memorialization (monument, marker) needs to be removed, it will be at the expense of the person authorizing the disinterment.

Once a disinterment has been completed, the lot space shall be considered available to the interment rights holder for a new interment, transfer or resale in accordance with these by-laws. If the grave space from which a disinterment has occurred is transferred or resold, the new interment rights holder must be made aware of the previous disinterment and agree in writing to such knowledge as part of the transfer or resale agreement.

H. MEMORIALIZATION

For the purpose of these regulations, a monument shall be understood to be a permanent memorial structure projecting above the ground level. Maximum height of monuments to be three (3) feet from the top of the base. A marker shall be understood to be either a pillow or a flat marker. A pillow marker is not to exceed eight (8) inches in height with the back being approximately two (2) inches higher than the front. A flat marker is installed level with the ground.

No memorial or other structure shall be erected or permitted on a lot until all charges have been paid in full and/or written consent is obtained from the cemetery operator/Board. Drawings with dimensions must be provided and approved by the Cemetery Board on all monuments or markers to be installed. Variances must be approved by the Cemetery Board.

No monument, footstone, marker or memorial of any description shall be placed, moved, altered, or removed without permission from the cemetery operator/Board.

Minor scraping of the monument base of an upright monument due to grass/lawn maintenance is considered normal wear and tear.

The cemetery operator/Board will take reasonable precautions to protect the property of interment rights holders, but it assumes no liability for the loss of, or damage to, any monument, marker, or other structure, or part thereof unless it is as a result of negligence by the cemetery.

Memorials – monuments, markers, plaques etc. are owned by the interment rights holder and the cemetery operator/Board is not responsible for their loss or deterioration. Interment right holders may wish to consider adding memorials to their own insurance coverage.

To prevent interference with future interments and optimize cemetery maintenance, the cemetery operator/Board reserves the right to set out the maximum size of monuments, their number and their location on each lot or plot.

No monument shall be delivered to the cemetery for installation until the monument foundation has been completed, and permission has been obtained by the cemetery operator/Board.

To ensure quality control, desired uniformity and standards of workmanship, all foundations for monuments and markers shall be contracted to be built to the cemetery operator's specifications at the expense of the interment rights holder.

Markers and footstones of bronze or granite are permitted with size and quantity restrictions according to these by-laws and the placement of such memorials shall not interfere with future interments.

The cemetery operator reserves the right to remove at its sole discretion any marker, monument, or inscription which is not in keeping with the dignity and decorum of the cemetery as determined by the cemetery operator/Board.

A monument or other structure shall be erected only after the specific design plans have been approved by the cemetery operator including dimensions, material of structure, construction details, and proposed location.

Monuments and markers may only be installed within the cemetery by authorized companies. The approved companies will supply a list of all work to be done including the name of the Interment Holder to the Cemetery Board.

Monuments and Markers shall be of standard granite or marble. No artificial or perishable material including sandstone and limestone shall be allowed. Natural boulders, field stone and wooden markers are not permitted.

Monument Foundation: All monuments must be placed on concrete foundations built to the following specifications not less than four (4) feet deep, not more than twelve (12) inches wide and the upper surface to be flush with the ground.

Monument Base: All upright monuments must be placed on a granite or marble base having a maximum height of eight (8) inches. Monument bases together with corner markers and previously approved shrubs must not exceed the width of the plot [forty-two (42) inches].

Monument: Monument must have a minimum thickness of six (6) inches (Department of Veterans Affairs [D.V.A.] monuments exempted) and the monument must not protrude over the end or side of the base. Monuments must not exceed three (3) feet above top of the base.

Removal of Monuments: When any monument or marker is to be removed for cleaning, inscription, renovations, etc., written notification signed by the Interment Rights Holder shall be made to the Cemetery Board. Dealers/contractors doing said work will be responsible for any Cemetery damage.

Should any monument or marker present a risk to public safety because it has become unstable, the cemetery operator/Board shall do whatever it deems necessary by way of repairing, resetting, or laying down the monument or marker or any other remedy to remove the risk.

I. CEMETERY CARE AND MAINTENANCE

A portion – 40% or a minimum legislatively prescribed amount, of the price of interment rights must be deposited and trusted into the cemetery's Care and Maintenance Fund.

The income generated from this trust fund is used to maintain, secure and preserve the cemetery grounds and markers in perpetuity. Services that can be provided through this fund include:

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

J. FLORAL TRIBUTES, CARE AND PLANTING, AND PROHIBITED ITEMS

The cemetery operator/Board reserves the right to regulate the articles placed on lots or plots that pose a threat to the safety of all interment rights holders, visitors to the cemetery and cemetery employees, prevents the cemetery from performing general cemetery operations, or are not in keeping with the respect and dignity of the cemetery. **Prohibited articles will be removed and disposed of without notification.**

Articles placed on lots are the sole responsibility of the interment rights holder(s). The cemetery operator/Board cannot be held responsible for the loss or damage of any articles placed within the

cemetery.

Flowers, plants and trees may be placed in the Cemetery after consultation with the Cemetery operator/Board regarding the following general directions.

- a) Flower beds may not exceed the length of the monument base or exceed fifteen (15) inches in width. Plantings are only allowed in front of the monument. Fresh cut flowers or potted plants are permitted year-round and must be placed in the designated planting area or in a non-breakable, non-corrosive flower vase adjacent to the memorial. Fresh cut flowers and potted plants that have become unsightly and empty flower vases will be removed and disposed of by the Cemetery Board without notice.
- b) Artificial flowers and monument saddles are prohibited.
- c) Hanging baskets will be permitted on a shepherd hook only placed against the monument base. Portable urns, glass, artificial flower holders and other semi-permanent articles are prohibited.
- d) Ornamental shrubs are no longer allowed to be planted in the Cemetery. The Cemetery Board has the right to remove or trim existing shrubs which encroach on adjacent lots.
- e) Trees may be planted at the Cemetery in memory of a loved one. Planting trees will not be allowed at the gravesite. The planting of trees must be done in consultation with the Cemetery Board.
- f) Flowers placed on a grave for a funeral shall be removed by the Cemetery Board after a reasonable time period to protect the sod and maintain the tidy appearance of the Cemetery.
- g) No person other than Cemetery Board personnel shall remove any sod or in any other way change the surface of the burial lot in the Cemetery with the exception of flower beds.
- h) Flower bed maintenance, pruning, fertilizing, watering, etc. are the sole responsibility of the interment rights holder.
- i) Should plant material (e.g. trees, shrubs, gardens, etc.) become unsightly, neglected, obscure the monument, or infringe on an adjacent lot or plot, the plant material will be removed by the Cemetery Board and the area restored to lawn. The removal of plant material may also be necessary for the opening of a grave. The Cemetery Board will not be held liable for the removal of any plant material.
- j) The Cemetery Board reserves the right to disallow or remove quantities of memorial wreaths or flowers considered to be excessive and that diminishes the otherwise tidy appearance of the Cemetery.
- k) Refuse and Rubbish: Rubbish must not be thrown on any part of the grounds.
- l) Solar Lights: Solar lights will be limited to two white lights maximum in line with monument.
- m) Complaints: Complaints of Interment Rights Holders must be made to the Board and not to workers on the grounds.
- n) Fences or Railings around Lots: Borders, fences, railings or hedges around lots are prohibited.

- o) Personal Columbariums: Any new personal columbariums are not permitted at the Cemetery. Any existing personal columbariums already installed will be grand-fathered.

K. CONTRACTOR / MONUMENT DEALER BY-LAWS

Any contract work to be performed within the cemetery (including but not limited to landscaping, delivery and installation of monuments and markers, inscriptions) requires written pre-approval of the interment rights holder and the cemetery operator/Board before the work may begin. Pre-approval documents include: design drawings, plans and detailed specifications relating to the work, proof of all applicable government approvals and permits, the location of the work to be performed, excavations, delivery of monuments, markers, and inscriptions). It is the responsibility of all contractors to report to the Cemetery operator/Board and provide the necessary approvals before commencing work at any location on the cemetery property.

Prior to the start of any said work, contractors must provide proof of:

- WSIB coverage
- Evidence of liability insurance of not less than \$2,000,000

These cemetery by-laws apply to all contractors and all work carried out by contractors within the cemetery grounds.

No work will be performed at the cemetery except during the regular business hours of the cemetery. Contractors, monument dealers and suppliers shall not do any work in the cemetery in the evening, weekends or statutory holidays, unless prior approval has been granted by the cemetery operator.

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

To protect the grounds from surface damage, contractors, monument dealers and suppliers shall lay wooden planks on the burial lots and paths over which heavy materials are to be moved.

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

