



# Mount Pleasant Group of Cemeteries **BY-LAWS**

Effective May 1, 2024



**Mount Pleasant  
Group of Cemeteries**

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## Forward

This booklet contains the operating By-laws (hereinafter referred to as “By-laws”) of the Mount Pleasant Group of Cemeteries – Licensed Operator (hereinafter referred to as “Cemetery”). They have been approved by the Registrar, *Funeral, Burial and Cremation Services Act, 2002*, Bereavement Authority of Ontario.

These By-laws reflect good cemetery and crematorium practices relating to such areas as health and safety, maintenance, client service, environmental sustainability, and more. Compliance with these By-laws helps ensure the safety of our families and employees, and the maintenance of proper cemetery operations.

All of the Cemetery By-laws apply to every form of interment right (e.g., casket burial, entombment of cremated remains, etc.) as far as the nature of the case permits and/or wherever an exception to such general applicability is specifically noted.

## Glossary of Terms

**Alkaline Hydrolysis:** A final disposition process for human remains using lye and heat, and is an alternative disposition process to cremation.

**Applicable Law:** Refers to all federal, provincial and municipal statutes, regulations, codes, ordinances or the common law in effect from time to time.

**Applicant:** An individual who has authority, either as Executor of the estate or, where a will does not exist, the next-of-kin (e.g., spouse or adult children) or estate representative, if one has been appointed by the court, to apply for cremation and/or scattering of a decedent.

**Burial/Interment:** The burial of human remains or the placing of human remains in a lot, and including the opening and closing of a lot or grave (in ground) for human remains or cremated/hydrolyzed human remains (including the scattering of cremated/hydrolyzed human remains).

**By-laws:** The By-laws by which the Cemetery is operated, which are incorporated into all Cemetery customer contracts, as approved by the Registrar, Bereavement Authority of Ontario.

**Care and Maintenance Fund:** All interment rights are sold in perpetuity. As a requirement under provincial legislation, a portion – a legislated minimum contribution or percentage of the purchase price of each lot – grave, crypt or niche for the related burial/interment, or scattering of cremated/hydrolyzed remains, and the prescribed amount payable upon installation of monuments and markers, and the building of private mausolea or columbaria, must be deposited into an irrevocable trust fund – the Care and Maintenance Fund. Income from the Care and Maintenance Fund is used to provide general care and maintenance of the Cemetery grounds and monuments and markers, in perpetuity.

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

**Cremation:** A final disposition process that reduces human remains to ashes by exposure to extremely high heat.

**Cremated Remains:** Reduced human remains resulting from the process of cremation, including the process of alkaline hydrolysis.

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

**Entombment:** The opening and closing of a crypt for the interment or placement of human remains, or the opening and closing of a niche for the interment or placement of cremated remains.

**Grave:** Any grave within the ground (adult, child, or cremation) which permits a **marker** to be set flush and level with the ground in the marker space, or attached to an adjacent feature wall as defined in the Interment Rights Certificate. (For greater clarity, a grave permits a flat marker only unless otherwise stated on the Interment Rights Certificate.)

**Interment Right:** The right to require or direct the interment or entombment of human remains or cremated remains in a grave, lot, niche, or crypt and to authorize the installation of a monument or marker in keeping with the Cemetery By-laws.

**Interment Rights Certificate:** A document, issued by the Cemetery once interment rights have been paid in full, specifying the ownership of the interment rights, memorialization options and planting restrictions.

**Interment Rights Holder:** A person, firm, or corporation holding the right to direct the burial/interment or disinterment of human remains, cremated remains, and associated memorialization in an interment right as registered in the Cemetery records.

**Lot:** Any interment right (cremation, child, or adult) which permits the installation of a **monument** in the monument space. (For greater clarity, a lot permits an upright monument unless otherwise stated on the Interment Rights Certificate.)

**Marker:** A memorial constructed of bronze or granite, set flush and level with the ground in the marker space, except where attached to the feature wall adjacent to the grave.

**Marker Space:** Unless otherwise specified on the Interment Rights Certificate, the portion designated to contain the marker.

**Mausoleum:** A structure or building containing individual compartments or crypts for the placement of human remains.

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

**Monument:** An upright (above-ground) memorial, constructed of granite or bronze material, installed within the designated monument space of a lot(s).

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

**Monument Tablet:** The portions of the monument set on the monument base, containing the design and memorial inscription.

**Monument Foundation:** The in-ground concrete foundation, constructed to the equivalent size of the monument base, a minimum of 137 cm (4 ft. 6 in.) in depth.

**Monument Space:** The portion of the lot(s) designated to contain the monument and planting area.

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

**Purchaser:** The individual purchasing the interment or scattering right, products or services. The Purchaser does not hold or maintain the right to direct burials, entombments, cremated remains scattering, or memorialization unless they are registered as the Interment Rights Holder(s) and are so named on the Interment Rights Certificate.

**Disinterment (Removal):** The removal of human remains, including cremated human remains, from a closed or sealed grave, lot, niche or crypt.

**Scattering:** The act of spreading or scattering cremated remains on the surface of land.

**Scattering Ground:** Land within a Cemetery that is set aside to be used for the scattering of cremated human remains.

# 1.0 General Information

## 1.1 Hours of Operation

**Cemetery Grounds Visitation Hours:** Interment Rights Holders and the general public can visit the Cemetery grounds during daylight hours. The Cemetery is opened at 8:00 a.m. daily and closes based on the following schedule:

April 1 to October 31	8:00 p.m.
November 1 to March 31	5:30 p.m.

These closing times apply to all vehicular entrances. Pedestrian-only entrances may be locked up to 30 minutes prior to the posted vehicle gate closing times. Exceptions will be posted at individual cemeteries.

During inclement weather or other events not under the control of the Cemetery operator, gates may be closed until the Cemetery is safe for public entry.

**Office Hours:** Office hours vary from cemetery to cemetery. Please contact the Cemetery office to obtain hours of operation.

**Burial Hours:** Burials will be carried out between the hours of 9:00 a.m. and 3:30 p.m. Monday through Saturday (excluding statutory holidays). Additional service charges will apply for burials arriving at the Cemetery after 3:30 p.m. Special arrangements can be made with the Cemetery office for burials on Sundays or holidays subject to staff availability.

In cases of extreme weather conditions or where a request for a burial exceeds the Cemetery's resources capacity due to the number of burials already scheduled on a given day and/or time, the Cemetery reserves the right to reschedule.

## 1.2 Private Property

All cemeteries are privately owned lands. Interment Rights Holders and public visitors enjoy the use of the Cemetery at their own risk and shall be governed by the following:

- **Damage to Property:** Any person found or suspected of damaging, destroying, removing, or defacing any property on Cemetery grounds may be subject to removal from Cemetery grounds and subject to a notice of trespass.
- **Vehicles:** Vehicles within the Cemetery shall be driven at a speed less than 30 km/hr. At no time shall such vehicles park or drive on the grass. Owners of vehicles will be held liable for any damage caused by their drivers or vehicles.
- **Improper Conduct:** In the sole opinion of the Cemetery, any person whose conduct disturbs the sanctity or decorum of the Cemetery, or who violates these By-laws may be required to leave the Cemetery grounds and subject to a notice of trespass.
- **Management of Activity:** The Cemetery reserves the right to divert walkers, cyclists, joggers, and vehicles away from funeral and operational activity.
- **Dogs:** Dogs on leashes are permitted on Cemetery roadways and hardscape. We ask that all owners respect the sanctity of the Cemetery grounds and pick up after their pets. Service dogs may accompany their owners at all times.
- **Special Events:** Special events such as private group tours or any other recreational use involving more than ten (10) individuals, are permitted only with the prior written approval of the Cemetery.

- **Soliciting:** Canvassing, soliciting, advertising, or distributing business information in the Cemetery is prohibited, as is the placing or displaying of any manufacturer's, monument dealer's, or quarry's name, insignia, or trademark in any form.
- **Photographing, Filming, or Videotaping:** Photographing, filming, or videotaping of any part of the Cemetery may only take place with the prior written approval of the Cemetery.
- **Roller Blades and Skateboards:** The use of roller blades and skateboards is strictly prohibited within the Cemetery grounds.
- **Cyclists/Joggers:** To ensure the safety of our employees and visitors to the Cemetery, cyclists and joggers must carry themselves in a safe manner that respects the sanctity of the Cemetery and funeral processions. They must keep to the Cemetery roads, single file at a speed less than 20 km/hour. Bicycle speed training and racing are strictly prohibited.

### 1.3 Liability for Loss or Damage

Except for loss or damage directly attributable to the acts or omissions of the Cemetery, which the Cemetery will make reasonable efforts to rectify in its sole and absolute discretion, the Cemetery assumes no liability for loss or damage to any property placed on or within an interment right. Notwithstanding the foregoing, the Cemetery will not assume liability for loss or damage to such property where the possibility of such damage is expressly addressed in these By-laws (e.g., By-law 3.11).

The Cemetery is not responsible for loss or damage from any causes beyond its reasonable control, whether the damage or loss be direct or collateral.

### 1.4 Public Access to Information

The Cemetery is committed to protecting the privacy of its Interment Rights Holders. We collect, use and disclose personal information as required by governing federal and provincial legislation. We do not rent, sell, or trade personal information lists. Individuals may request their personal information in writing at any time to ensure that it is correct and current or to edit it.

- Provincial legislation requires all Ontario cemeteries to maintain a public register that is available to the public during regular office hours.

### 1.5 Changes in By-laws

The Cemetery may, from time to time, change the By-laws in order to best serve the interest of the Cemetery and the Interment Rights Holder(s). Public notice indicating pending changes will be posted at the entrance to the Cemetery and placed in a local newspaper. All changes to the By-laws are subject to the approval of the Registrar of the Bereavement Authority of Ontario on behalf of the Ministry of Public and Business Service Delivery.

### 1.6 Right to Resurvey

The Cemetery expressly reserves the following rights and privileges to be exercised from time to time in accordance with any governing provincial legislation in effect at the time and subject to the requirements or permissions of any relevant municipal authorities:

- To resurvey, enlarge, construct a building or structure, alter, and/or diminish all or any portion of the Cemetery.
- To lay out, establish, close, eliminate, or otherwise modify or change the location of roads, walks, drives, trees, or flowerbeds.

- To create or remove easements and rights of way over and through all of the Cemetery premises for the purpose of installing, maintaining, or operating utility or communication lines, drains, irrigation systems, or for any other cemetery purpose provided that no burials or sale of interment rights have taken place in these areas.
- No easement or right of interment or access is granted to any Interment Rights Holder in any road, drive or walk within the Cemetery, but such road, drive or walk may be used as a means of access to the Cemetery as long as the Cemetery devotes such road, drive or walk to that purpose.

### **1.7 Correction of Interment Errors**

In the case of an error the Cemetery may have made during an interment, disinterment or removal, or in the transfer of any interment rights for a lot, plot, grave, crypt or niche, the Cemetery reserves the right to correct the error, and will:

- I. In the case of a transfer of interment rights, cancel such transfer and substitute and grant in lieu thereof other interment rights such as plot, lot, grave, crypt or niche of equal value and similar location as far as is reasonably possible and as may be selected by the Cemetery, 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.
- II. 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, grave, crypt or niche, the Cemetery pending notification of the Medical Officer of Health, as necessary, and approval of next-of-kin of the deceased and the Interment Rights Holder(s), may disinter and re-inter the remains in such other lot, plot, grave, crypt or niche of equal value and similar location as may be substituted and granted in lieu thereof.

### **1.8 Identity Verification Procedure**

The Cemetery reserves the right to confirm the identity of a signatory by means of acceptable government issued photo identification documents consistent with the Cemetery's internal Identity Verification Policy.



## **2.0 Sale and Transfer of Interment Rights**

### **2.1 Ownership of Interment Rights**

Ownership of all Cemetery lands remains vested with the Mount Pleasant Group of Cemeteries at all times. Purchasers of interment rights acquire only the right and privilege to direct the burial of human remains, and the installation of monuments, markers and inscriptions, subject to Cemetery By-laws. Until payment is made in full no burial, entombment, scattering, monument, marker, inscription, or memorialization on Cemetery property is permitted. An Interment Rights Certificate is issued to the Interment Rights Holder(s) when payment in full is made.

### **2.2 Cancellation of Interment Rights Within 30 Days**

Within thirty (30) days of signing the Interment or Scattering Rights Contract, the Purchaser may cancel the contract by providing written notice of the cancellation to the Cemetery. If paid in full, the original Interment Rights Certificate must be surrendered to the Cemetery prior to any refund of payment.

Upon receiving written notice from the Purchaser, the Cemetery will cancel the contract and issue a refund to the Purchaser for payments received for the interment right, subject to return of the Interment Rights Certificate, within 30 days of receiving said notice. No administrative fee will be charged.

### **2.3 Resale or Transfer of Interment Rights After 30 Days**

Until the interment right has been paid in full the Purchaser retains the right to cancel the contract.

Once payment for the interment rights has been made in full, and an Interment Rights Certificate has been issued, the Interment Rights Holder(s), as recorded on the Cemetery records, assume the right to sell or transfer the interment rights. Any sale or transfer of the interment rights shall be in accordance with the requirements under the *Funeral, Burial and Cremation Services Act, 2002*, Ontario Regulations (30/11), and the Cemetery By-laws.

### **2.4 Resale of an Interment Right if Exercised**

The Purchaser, or the Interment Rights Holder(s) are not entitled to resell an interment right if any portion of the interment right has been exercised (e.g., where an interment or entombment has already taken place).

### **2.5 Subdivision of an Interment Right**

Interment Rights Holders are not entitled to subdivide a lot, plot, grave, crypt, or niche.

### **2.6 Care and Maintenance Fund**

As a requirement under provincial legislation, the greater of a prescribed amount and a percentage of the purchase price of all interment rights, or a portion of the cremated remains scattering fee, and a prescribed amount for monuments and markers is contributed into an irrevocable fund – Care and Maintenance Fund. Income is used to provide general care and maintenance of the Cemetery. Contributions to the Care and Maintenance Fund are not refundable after the expiration of the 30-day cooling off period.

### **2.7 Arrears**

The resale or transfer of interment rights may be made only after the interment rights have been paid in full and any arrears associated with them are paid in full.

## 2.8 Information and Documentation Required to Resell or Transfer a Non-Utilized Interment Rights

The following information and documentation are required to be filed with the Cemetery office before an Interment Rights Holder is entitled to resell or transfer a non-utilized interment right to a third party transferee:

- a) The Rights Holder(s) Endorsement of Sale or Transfer on the back of the original Interment Rights Certificate is required to be completed in full, or;
- b) If the Interment Rights Certificate does not contain an Interment Rights Holder(s) Endorsement of Sale or Transfer on the back of the original Interment Rights Certificate, the Rights Holder(s) are required to obtain a Rights Holder(s) Endorsement of Sale or Transfer document from the Cemetery office;
- c) The Interment Rights Holder(s) registered on the Cemetery records will sign the Endorsement of Sale or Transfer document confirming their intention to sell or transfer their right, title and interest in the interment rights to the third-party transferee. The Rights Holder(s) will also certify that the interment rights are not being transferred to a third-party transferee for an amount greater than the value on the Cemetery Price List at the time the sale or transfer is registered:
  - a. The Rights Holder(s) must confirm to the third-party transferee that they have paid the Cemetery an administration fee (as listed on the Cemetery Price List in effect at the time of sale or transfer) to complete the re-sale or transfer of the interment rights.
  - b. The existing Rights Holder(s) must provide a copy of the current Cemetery By-laws to the third- party transferee and explain the third- party transferees rights for the interment rights to the third- party transferee, as outlined in the Cemetery By-laws.
- d) The third-party transferee must complete and sign the Acknowledgement of Transferee(s) section of the Endorsement of Sale or Transfer document, providing the transferees name, address, and contact information:
  - a. Confirm they have received a copy of the current Cemetery By-laws
  - b. Acknowledge the number of graves that remain available
  - c. Indemnify the Cemetery of any misrepresentation by the Interment Rights Holder(s)
- e) Once the third-party transferee has signed the Endorsement document, the completed document, along with the original Interment Rights Certificate will be returned to the Cemetery office. Should the Interment Rights Holder(s) not be able to locate the original Interment Rights Certificate the Cemetery office may issue a duplicate Interment Rights Certificate. The Cemetery may charge an administration fee for the issuance of a duplicate certificate in accordance with the price listed on the current Cemetery Price List.
- f) The completed Endorsement of Sale or Transfer document will then be returned to the Cemetery office for registration. The Cemetery will:
  - a. Review the completed Endorsement document to ensure all information has been completed in full. If the Endorsement certificate has been completed in full, the Cemetery will:
    - i. Register the resale or transfer on the Cemetery records
    - ii. Provide the Interment Rights Holder(s) selling the interment rights with a copy of the completed Endorsement document

- iii. Provide the third-party transferee(s) with a copy of the completed Endorsement document
  - iv. Issue a new Interment Rights Certificate to the third-party transferee(s)
- g) Following completion of the documentation and procedures listed above, and the issuance of the new Interment Rights Certificate, the third-party transferee(s) shall be considered the current Interment Rights Holder(s) of the interment rights, and the resale or transfer of the interment rights shall be considered final in accordance with the *Funeral, Burial and Cremation Services Act, 2002*, Ontario Regulation 30/11, and the Cemetery By-laws.

## 3.0 Burials and Scattering of Cremated Remains

### 3.1 Authorization, Information and Documents Required for a Burial, or Scattering of Cremated Remains

For each burial or entombment of human remains, or each scattering of cremated human remains, the Purchaser or Rights Holder(s) must enter into a contract, providing such information as may be required by the Cemetery for the completion of the contract.

**Written Permission of Interment Rights Holder(s):** Interment Rights Holder(s) may be required to visit the Cemetery office and provide identification and written direction and authorization prior to a burial, scattering, or entombment taking place. Should the Interment Rights Holder(s) be the deceased, direction must be provided in writing by the next-of-kin or estate executor.

**Proof of Registration of Death:** A burial permit issued by the Registrar General or equivalent document showing that the death has been registered must be provided to the Cemetery office on the day of the burial. A Certificate of Cremation must be submitted to the Cemetery office before a burial or scattering of cremated remains may take place.

**Information Required:** For each burial or entombment of human remains, or each scattering of cremated human remains, the Purchaser or Interment Rights Holder(s) must enter into a Cemetery Sales Contract, providing such information as may be required by the Cemetery for the completion of the Sales Contract, and the public register, in accordance with provincial legislation.

**Payment:** Payment must be made to the Cemetery before a burial may take place.

**Authorization of Social Services Agency:** Written instruction from a social services administrator must be submitted to the Cemetery office before a burial assisted by a Social Services Agency may take place.

### 3.2 Notice Required

The Cemetery requires at least eight (8) business hours' notice of the intention to utilize interment rights and will make every effort to provide burial or scattering services when requested.

In cases of extreme weather conditions or where a request for a burial exceeds the Cemetery's resources capacity due to the number of burials already scheduled on a given day and/or time, the Cemetery reserves the right to require the burial to be rescheduled to an alternate day and/or time.

### 3.3 Opening and Closing of Graves or Lots

Graves and lots shall be opened and closed only by the Cemetery.

To ensure that safe conditions are maintained at all times, families wishing to witness the closing of a lot or grave shall remain at a minimum distance of 12 metres from the open grave.

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

The Cemetery retains the right to temporarily relocate a monument or marker so that cemetery operations involving the opening and closing of a lot or grave may be performed.

The opening of a lot or grave for burial necessitates the temporary mounding of earth on adjacent graves.

The Cemetery reserves the right to determine the location for the temporary mound and will make reasonable efforts to restore adjacent graves to their original condition as soon as possible following the closing of the grave.

Funeral flowers, delivered to the Cemetery at the time of burial, will remain on the lot or grave for a minimum of 5 days and will be removed at any time thereafter and disposed of by the Cemetery.

No burials or memorials will be permitted until all arrears associated with the interment rights or Interment Rights Holder(s) are paid in full.

### **3.4 Number of Burials**

A maximum of two (2) caskets and four (4) cremated remains may be buried in each grave unless otherwise specified on the document for the purchase of the interment rights.

Where two caskets are to be interred in the same grave, the first casket will be buried at extra depth. An additional fee may be charged for the extra depth opening.

Where urns are interred prior to casket interments, all attempts will be made to locate and temporarily remove urns in order to facilitate casket burials. There is no guarantee that urns or interments that took place without an urn can be located or will not be disturbed.

### **3.5 Additional Interments**

In the event an Interment Rights Holder purchased their interment rights when a prior version of these Cemetery By-laws authorized a maximum number of burials less than those in Section 3.4, the Interment Rights Holder(s) may request additional interments up to the maximum permitted in Section 3.4 and the Cemetery may grant such request in its sole and absolute discretion.

### **3.6 Closed Caskets/Containers or Shrouds**

Remains must be delivered to the Cemetery for burial in a closed casket/container or shroud (that meets the requirements of the Cemetery). Under no circumstances may an employee of the Cemetery open or close a casket or container. All shrouds must be accompanied by a carrying tray to ensure transportation to the grave is done in a dignified manner.

In the case of cremated remains, remains must be delivered to the Cemetery for burial in a closed urn or container. The cremated remains will be buried in such urn or container, or, at the written direction of the Interment Rights Holder(s), removed from the urn or container and placed in the excavation for burial within the interment right referred to as interment without an urn or container. These remains may be disturbed while performing future burials.

### **3.7 Outer Containers**

Caskets or urns may be interred without outer containers, which are also referred to as vaults. Vaults are recommended for interments of cremated remains where a future casket burial is anticipated. Should an outer container of concrete, steel, or other permanent nature be used, a service charge may apply. All vaults need to be set up and serviced by the supplier of the vault under the supervision of the Cemetery.

### **3.8 Scattering Cremated Remains**

Cremated remains may be scattered in a designated scattering ground within the Cemetery. Cremated remains are not permitted to be scattered on the surface of a grave or lot. A scattering application and payment of the requisite scattering fee must be completed at the Cemetery office before the scattering of

cremated/hydrolyzed remains may take place. A member of the Cemetery staff must perform the scattering, or be in attendance, when the remains are scattered within the designated scattering ground.

### **3.9 Retrieval of Buried Cremated Remains**

The retrieval of cremated remains buried in a lot or grave cannot be guaranteed. This is especially the case if the interment took place without an urn or container.

### **3.10 Retrieval of Scattered Cremated Remains**

The process of scattering of cremated/hydrolyzed remains is irreversible, therefore scattered cremated/hydrolyzed remains cannot be retrieved.

### **3.11 Requirements for Disinterment of Caskets, Containers or Cremated Remains**

Human remains may be disinterred from a lot or grave provided that written consent of the Interment Rights Holder(s) and next-of-kin is/are received by the Cemetery.

Notification with the local medical officer of health may occur before a disinterment of casketed human remains may take place.

Disinterment may also be ordered by certain public officials without the consent of the Interment Rights Holder(s) and/or next-of-kin.

Disinterments from "Triple Depth" pose a safety hazard to the Cemetery's employees and will not be permitted.

The Cemetery will not be responsible for damage to any casket or container which occurs during the course of the disinterment. A new casket or container may be required to facilitate a removal for which an additional charge will apply.

The Cemetery will not be responsible for damage to any cremation urn or cremation outer container which occurs during the course of the disinterment. Due to the length of time a cremation urn has been buried and/or the conditions to which it has been exposed, the Cemetery cannot guarantee that it can retrieve a cremation urn or cremation container buried in a lot or grave. The condition of any cremation urn or cremation container disinterred may be unstable, in which case, a replacement urn may be required at the expense of the party authorizing the disinterment.

Disinterment or the raising and lowering of a casket/vault will be completed at a day and time designated by the Cemetery.

The Cemetery may require any casket, outer container, cremation urn or cremation outer container that has been replaced to be removed from the Cemetery for disposal. All costs shall be borne by the party authorizing the disinterment. Under no circumstances can a used casket be directed to a crematorium for disposal.

If interment rights are sold back to the Cemetery, any monuments or markers are to be removed before the transfer can be completed. The cost for the removal of the memorials and foundations shall be paid by the individual(s) authorized by the Interment Rights Holder(s).

The Cemetery reserves the right to disallow any witnessing of the disinterment or raising and lowering of a casket/vault if it feels at its sole discretion that the health or safety of anyone present may be at risk.

### **3.12 Contagious Diseases**

The Cemetery requires that it shall be notified by the Interment Rights Holder(s), the decedent's executor or next-of-kin that a death is a result of contagious disease, prior to arrangements being made for the burial.

In the event that a contagious disease has been confirmed, the Cemetery reserves the right to adhere to recognized health and safety practices.

The Cemetery may designate the hour and manner in which burials may be made.

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

Human remains of persons who have died from contagious diseases will not be accepted for temporary storage.

### **3.13 Pets or Other Animals**

Only human remains shall be buried or entombed in the Cemetery with the exception of Combined Human and Pet Cremated Remains Burial Areas as defined in By-law 12.0.

## **4.0 Memorialization**

### **[A] General**

#### **4.1 Unstable Memorials or Private Mausoleum**

Should any memorial or private mausoleum present a risk to public safety because it has deteriorated to the point of becoming unstable, the Cemetery shall do whatever it deems necessary by way of repairing, resetting, or laying down the memorial or stabilizing the private mausoleum or any other remedy so as to remove the risk. In a case where the Interment Rights Holder(s) and next-of-kin are not identifiable, the Registrar will be notified prior to commencement of any Cemetery action involving the disinterment of human remains under this section.

#### **4.2 Removal of Memorials**

The Cemetery may remove a marker and/or monument from any lot or grave, or an inscription from a columbarium niche or mausoleum crypt if payment of the contract for the marker, monument or inscription is in arrears. Markers, monuments or inscriptions purchased by anyone other than the Interment Rights Holder(s) may be removed by the Cemetery upon the written request of the Interment Rights Holder(s). The Cemetery 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.

#### **4.3 Moving Corner Posts or Number Markers**

Only the Cemetery or person(s) authorized by the Cemetery may move corner posts or number markers.

#### **4.4 Requirements to Place an Inscription on a Memorial**

The Cemetery requires the written consent of the Interment Rights Holder(s) and an order/layout/permission form detailing the contents of the inscription to be placed on the memorial prior to the placement of the inscription. Only inscriptions that have been approved by the Cemetery which, at the sole discretion of the Cemetery, are in keeping with the dignity and decorum of the Cemetery will be permitted.

Monuments, markers or inscriptions that counsel violence, use of vulgar language, use sexually explicit images or text or contravene applicable law will not be approved by the Cemetery.

#### **4.5 Inscription Rights on Memorials Owned by the Cemetery**

Inscription rights vary according to location, design and material. To ensure quality control, consistency and integrity of design, inscriptions on memorials owned by the Cemetery must be approved by the Cemetery and placed by the Cemetery. Inscription rights are outlined on the Interment Rights Certificate. Please consult the Cemetery office for additional information.

#### **4.6 Installation of Memorials**

Only the Cemetery may install markers, monument foundations, and bronze vases or lanterns that are set in the ground.



## **[B] Monument**

### **4.7 Approval of Monument Design**

A monument, private mausoleum or other structure shall be erected only after its design, dimensions, plans and specifications relative to the material, construction, proposed location, inscription, and all attachments and sculpture are submitted to and approved by the Cemetery.

A memorial layout, memorial permission forms and monument foundation diagram (if applicable) must be submitted for approval to the Cemetery office prior to a monument being delivered or installed.

The layout must detail all inscriptions and design elements to be placed on the memorial, including etchings, emblems etc. The Cemetery will not delay the foundation approval if the layout details are not finalized. Rather, it will proceed with the foundation but the finalized layout will still need to be approved by the Cemetery prior to installation.

Unique designs for monuments, which depart from the technical specifications of these By-laws, may be approved by the Cemetery in its sole and absolute discretion. Interment Rights Holders are strongly encouraged to follow the technical specifications detailed below to ensure timely approval by the Cemetery.

Should a memorial be installed without Cemetery approval, the Cemetery reserves the right to remove it at the expense of the monument retailer.

### **4.8 Material and Finish of Monuments**

All monuments shall be constructed of granite and/or bronze material unless otherwise approved in Section 4.7.

### **4.9 Only One Monument to a Lot**

Only one monument shall be erected within the monument space on any lot. A bench is considered a monument.

### **4.10 Monument Location**

Monuments shall be centered at the head of the lot in the designated monument space.

### **4.11 Monument Foundations**

Concrete monument foundations are required to maintain the stability of all monuments and benches and shall be built by the Cemetery in the designated monument space at the expense of the Purchaser and with the permission of all Interment Rights Holders. Foundations will be poured when weather and ground conditions are favourable.

### **4.12 Delivery of Monuments to the Cemetery**

No monument shall be delivered to the Cemetery for installation until the monument foundation has been constructed and the Interment Rights Holder(s) or memorial retailer has been notified by the Cemetery. Monuments delivered to the Cemetery must be accompanied with a delivery form that is delivered to the Cemetery office. For specific logistical and unique setting requests, please contact the Cemetery office for permission. Do not drive delivery vehicles into Cemetery sections.

### **4.13 Size of Monument**

The overall face area of the monument (including the monument tablet, monument base, and all parts of the monument therein), with the exception of vases and lantern(s), shall not exceed 15 percent of the area of the lot.

#### **4.14 Monument Bases**

The maximum width of the monument base is conditional upon the width of the lot(s) on which it is installed and the overall size of the monument. No monument base shall exceed 9% of the overall area of the lot or 75% of the width of the lot line adjacent to where the monument is to be installed.

The minimum height of the monument base shall be no less than 10.16cm (4in) and increase commensurate with the weight of the monument tablet. For example:

- Monument tablet over 1,300 lbs. – 20.32cm (8in)
- Monument tablet over 2,600 lbs. – 25.4cm (10in)
- Monument tablet over 5,200 lbs. – 30.48cm (12in)

The maximum height of the monument base shall not exceed 25% of the total height of the monument.

The bottom 10.16cm (4in) of a monument base must be of a rough, rock-pitch finish. Bases with a polished finish are more likely to show wear over time. Smooth margins are more susceptible to chipping.

The bottom of all bases must be cut level and true to facilitate their installation on the monument foundation.

Minor scraping of the monument base and vases due to grass cutting is considered to be normal wear.

#### **4.15 Monument Tablets**

The minimum thickness of a monument tablet is 20.32cm (8in). For monuments which exceed 1.07m (3ft 6in) in overall height (including the monument base and monument tablet) the thickness of the monument tablet must increase 2.54cm (1in) for every 30.48cm (12in) (or fraction thereof) that the overall height of the monument exceeds 1.07m (3ft 6in).

Neither the length nor width of the tablet and no part of a monument may exceed the length or width of the monument base.

A tolerance of 0.64cm (¼in) may be permitted over or under the approved specified dimensions.

Every monument tablet shall be finished on all sides, ends, and top. Rock pitch finishes are permitted.

#### **4.16 Inscriptions on the Back and Sides of Monument Tablets**

Only the surname of a decedent and a monument design are permitted on the back of monument tablets facing an adjacent lot. Given names, dates of birth and death, epitaphs, etc., are not permitted. Inscriptions are not permitted on the sides of monuments. Interment Rights Holders must understand that, in some instances, the view of surnames or designs placed on the back of the monument could be blocked by the erection of a monument on an adjacent lot.

#### **4.17 Free-Standing Crosses**

Free-standing crosses up to a height of 1.07m (3ft 6in) must be a minimum thickness of 20.32cm (8in). Any cross over this height must increase in thickness by 2.54cm (1 in) for every 30.48cm (1 ft) or fraction thereof over 1.07m (3ft 6in). The base of the vertical shaft must not be less than 20.32cm (8in) in width. The cross may taper to a minimum width of 15.24cm (6in) at the top. The arms of the cross must be a minimum of 15.24cm (6in) in width. The cross must be adequately dowelled to the monument. These guidelines refer to the cross portion of the monument only.

#### **4.18 Monument Dowelling**

To ensure stability, all monument tablets, columns, limbs of crosses, etc., shall be adequately dowelled to the base unless the underside of the superstructure is of sufficient area in relation to its height. Dowels must be of a non-corrosive material not less than 1.27cm (0.5in) in diameter. Dowels must be inserted not less than 15.24cm (6in) into the base and bottom of the monument tablet. Dowel holes must be drilled no more than 0.64cm (0.25in) larger than the diameter of the dowel.

#### **4.19 Inserts and Emblems**

Inserts and emblems (exclusive of pictures and photos) made of bronze, granite or stainless steel are permitted on monuments and must be attached by means of pins or clips.

#### **4.20 Pictures, Etchings and Photographs on Graves and Monuments**

The Cemetery requires the written consent of the Interment Rights Holder(s) prior to the placement of the picture, etching or photograph on the monument. Pictures or photographs must be manufactured in a permanent, weather resistant material. Pictures, etchings or photographs of a non-permanent material will be removed and disposed of by the Cemetery without notification.

The Cemetery does not accept any responsibility or liability for the picture, photograph or monument should a picture or photograph become lost, faded, cracked, damaged, or need to be removed.

#### **4.21 Vertical Joints**

To ensure stability and preservation, a mausoleum, or monument shall not have any uncovered vertical joints.

#### **4.22 Candle Holders and Vases**

A maximum of three bronze, granite or stainless-steel candle holders, incense burners/ bowls and vases may be attached to the monument and must be installed a minimum separation of 2.54 cm (1in) from the monument tablet. If a translucent section is necessary, the Cemetery recommends it be made of unbreakable, heat-resistant glass or of a fire-resistant plastic material.

Candle holders must be fully enclosed on all sides by means of a door or lid.

### **[C] Marker**

#### **4.23 Marker Materials**

All markers must be made of bronze or granite material.

#### **4.24 Types of Markers**

The Cemetery may specify certain lots or graves, or scattering grounds on which only bronze markers or granite markers may be installed.

#### **4.25 Setting of Markers**

All markers shall be set flush with the ground and at the foot of the grave unless otherwise specified on the Interment Rights Certificate.

#### **4.26 Delivery of Markers to the Cemetery**

Markers shall be delivered to the Cemetery's service area as directed by the Cemetery. Unless otherwise notified by the Cemetery, markers shall not be delivered for the period December 15<sup>th</sup> through April 1<sup>st</sup> as weather does not permit their installation on the lot, grave, or scattering ground.

A memorial layout and memorial permission form must be submitted for approval to the Cemetery office prior to a marker being inscribed, delivered or installed. The layout must detail all inscriptions and design elements to be placed on the memorial, including etchings and emblems.

#### **4.27 Size of Markers**

Unless otherwise specified on the Interment Rights Contract, the following maximum size of markers shall apply:

- Adult grave – shall not exceed 60.96cm (24in) x 45.72cm (18in)
- Child grave – shall not exceed 50.8cm (20in) x 30.48cm (12in)
- Infant grave – shall not exceed 40.64cm (16in) x 25.4cm (10in)

#### **4.28 Bronze Marker Bases**

Bronze markers must be attached to a concrete or granite base using a minimum of four anchor lugs prior to installation. Concrete bases must be no less than 10.16cm (4in) and no greater than 15.24cm (6in) in thickness. Granite bases must be no less than 7.62cm (3in) and no greater than 15.24cm (6in) in thickness.

Granite bases cannot exceed the size of the bronze marker by more than 5.08cm (2in) on all sides.

#### **4.29 Photographs on Markers or Vases**

Due to the danger and risk of becoming damaged or broken, picture or photograph attachments are not permitted on markers set flush with the ground or on vases.

#### **4.30 Granite Markers**

Granite markers shall not be less than 7.62cm (3in) or more than 15.24cm (6in) of uniform thickness throughout and must be smoothly finished on top and bottom.

### **[D] Private Mausolea**

#### **4.31 Private Mausolea**

The exterior of all private mausolea must be constructed of granite or bronze material.

#### **4.32 The Cemetery and Government Approval Required**

Approval from the Cemetery and the governing municipal and provincial governments is required prior to constructing a private mausoleum.

#### **4.33 Setback from Existing Interment Rights Required**

A private mausoleum greater than 2m (6.6ft) in height and 15cu m (529.72cu ft) in volume cannot be constructed immediately adjacent to existing lots or graves. Governing provincial legislation requires a minimum setback of 4.57cm (15ft) between a private mausoleum and existing lots or graves.

#### **4.34 Cemetery Approval of Structure Required**

The Cemetery reserves the right to review and approve all architectural and structural drawings for private mausoleum and charge a fee for its services.

#### **4.35 Cemetery Approval of General Contractor**

The Cemetery reserves the right to review, qualify and approve all general contractors who have entered into a contract with an Interment Rights Holder to construct a private mausoleum on their lot. The general contractor must abide by all Cemetery By-laws and more specifically the Contractor By-laws outlined in Section 10.0.

#### **4.36 Mausoleum Footings and Foundations**

The Cemetery reserves the exclusive right to construct all footings and foundations for private mausoleum structures. A charge for this service will be collected from the Interment Rights Holder(s) prior to the start of construction.

## **5.0 Care and Planting of Graves and Lots**

### **5.1 General Care of Interment Rights**

Income from the Care and Maintenance portion of the interment right purchase is trusted in a fund and used to maintain, secure and preserve the Cemetery grounds. An example of routine maintenance services covered by the Care and Maintenance Fund include:

- Re-levelling and seeding of lots or graves
- Maintenance of cemetery roads, sewers and water systems
- Maintenance of perimeter walls and fences
- Maintenance of cemetery landscaping
- Maintenance of mausolea and columbaria
- Repairs and upkeep of cemetery maintenance buildings and equipment

To the extent that income from the Care and Maintenance Fund permits, the Cemetery will stabilize and secure markers and monuments within the Cemetery.

The planting or trimming of trees and shrubs on individual lots or graves, preparation of flowerbeds, cleaning of memorials, and other special services are deemed to be additional to services outside of those services covered by the Care and Maintenance Fund, for which a reasonable charge is made. Complete information and estimates may be obtained from the Cemetery office.

### **5.2 Planting and Care of Graves and Lots**

Pruning of dwarf trees and shrubs and maintenance of flowerbeds for graves and lots is not looked after under the general care and maintenance of the Cemetery. Flowerbed maintenance, pruning, fertilizing, watering, etc., are the sole responsibility of the Interment Rights Holder(s).

Should plant material become unsightly, neglected, overgrow the monument, or infringe on an adjacent lot, or grave, the plant material will be removed by the Cemetery at the expense of the Rights Holder(s), who will be notified in writing of such removal.

All cemeteries offer additional maintenance to assist Interment Rights Holder(s) with the maintenance of plant material on their lot(s) or grave(s). Please contact the Cemetery office if you wish to obtain additional information or assistance.

Interment Rights Holders understand that plant material may have to be removed to facilitate a burial or scattering within a lot or grave. The Cemetery will make reasonable efforts to preserve and reinstall the plant material, but does not assume any responsibility or liability in this regard.

Interment Rights Holders wishing to have independent contractors provide service on their lot(s) or grave(s) must provide written authorization for the work to be performed. The contractor must provide written authorization to the Cemetery office before commencing the work and abide by all Cemetery By-laws and more specifically the Contractor By-laws outlined in Section 10.0.

### **5.3 Planting Restrictions on Monument Lots**

Unless otherwise specified on the Interment Rights Certificate, dwarf trees, shrubs and flowerbeds may be planted in the designated monument space. Plant material should be chosen carefully to ensure that it will not overgrow the perimeter boundaries of the monument space. The Cemetery reserves the right to dedicate areas as no planting areas within the Cemetery.

#### **5.4 Planting Restrictions on Graves**

Unless otherwise specified on the Interment Rights Certificate, no dwarf tree or shrub planting is permitted.

#### **5.5 Size of Flowerbeds on Graves**

Flowerbeds no larger than 60.96cm (24in) and 60.96cm (24in) in length may be placed on a grave. The flowerbed will be centered on the width of the grave and immediately adjacent to the marker space.

#### **5.6 Size of Flowerbeds on Infant, Child or Cremation/Hydrolyzed Lots or Graves**

Unless otherwise specified on the Interment Rights Certificate, flowerbeds on children's, infants, and cremation lots or graves must be planted in a bed appropriate to the size of the lot or grave. Please reach out to the Cemetery office for sizing details pertaining to your grave.

#### **5.7 Designated No Planting Area**

The Cemetery reserves the right to dedicate areas as no planting areas within the Cemetery.

#### **5.8 Grading of Lots and Cutting Sod**

Only the Cemetery or contractors authorized by the Cemetery may cut or remove sod or soil or change the grading of a lot or grave or any surrounding area. All graves and lots must have grass as ground cover unless the Cemetery design of the area permits other material.

#### **5.9 Watering Restrictions**

For purposes of water conservation, watering done by the Cemetery shall be limited to newly seeded or sodded areas, flowerbeds under the care of the Cemetery and newly planted ornamental shrubs.

#### **5.10 Pesticides**

Pesticide use is prohibited within any grave or lot.

## 6.0 Articles Placed on Lots and Graves

### 6.1 General

The Cemetery is committed to supporting a broad array of religious and ethnic preferences and strives to create a respectful and dignified resting place for the multicultural communities that we serve.

Permitted articles must be placed within the designated planting area of the lot, or grave, as defined in By-laws 5.2 – 5.8 respectively.

The Cemetery reserves the right to regulate the articles placed on lots or graves that pose a threat to the safety of all Interment Rights Holders, visitors to the Cemetery and cemetery employees, prevent the Cemetery from performing general cemetery operations, or are not in keeping with the dignity and decorum of the Cemetery. Prohibited articles will be removed regularly and disposed of without notification.

To assist Interment Rights Holders, the following is a non-exhaustive list of common types of articles that are prohibited from being placed on lots or graves within the Cemetery:

- Articles made of hazardous materials such as non-heat resistant glass (excludes glass attached to monuments), ceramics, or corrosive metals
- Loose stones or sharp objects
- Trellises or arches
- Chairs or benches
- Bird feeders
- Temporary memorials or signage not approved by the Cemetery

Please contact the Cemetery office for clarification prior to purchasing or placing an article on a grave or lot.

### 6.2 Temporary Wooden Memorials

Interment Rights Holders wishing to temporarily place a wooden memorial on a lot or grave must first visit the Cemetery office and sign a temporary wooden memorial agreement with the Cemetery.

Temporary wooden memorials are permitted on lots or graves for a maximum period of one year from the date of burial and must be located within the memorial space. Any temporary wooden memorial left on lots or graves beyond the one-year period will be removed and disposed of by the Cemetery without notice. Temporary wooden memorials are not permitted on graves or any form of lot or grave if a permanent monument or marker exists on the lot or grave.

Temporary wooden memorials must be constructed of solid wood. Laminated wood materials are not permitted as they deteriorate in inclement weather. If screws or dowels are used as fasteners, they must be set flush with the wood joints and cannot protrude beyond the surface of the wood.

The following are the maximum and minimum permissible dimensions for temporary wooden memorials:

- Maximum overall length 152.4cm (60in)
- Maximum height above the ground 106.68cm (42in)
- Minimum depth below the ground 45.72cm (18in)
- Maximum overall width 53.34cm (21in)

Temporary wooden memorials placed on a lot or grave without completing the temporary memorial waiver form that do not conform to the above materials and/or dimensions, or that have been placed on the lot or grave for a period greater than one year, may be removed and disposed of by the Cemetery without notice.



### **6.3 Candles, Incense or Flammable Articles**

Lighted candles, incense, or other flammable articles may be placed on a lot, grave, or scattering ground only when attended by an adult. Candle holders must be fully enclosed on all sides by means of a door or lid, and housed within a non-flammable, non-breakable container. Due to their hazardous nature, oil lamps are not permitted at any time. Lighted candles and incense must be extinguished prior to leaving the lot or grave.

Any damage caused by candles, incense or flammable articles is the direct and total responsibility of the Interment Rights Holder(s). The Cemetery does not assume any liability in this regard.

The Cemetery may remove at its sole discretion any such article and dispose of it without notification.

### **6.4 Borders, Fences and Walls**

Plastic PVC edging installed not to exceed 10.16cm (4in) in height above the ground level or recycled rubberized garden edging not exceeding 10.16 (4in) in width and height, is permitted around the perimeter of a prescribed flowerbed as defined in By-laws 5.2 through 5.8 respectively. Total width of edging is included in the total flowerbed size.

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

### **6.5 Fresh Cut or Artificial Flowers**

Fresh cut or artificial flowers or potted plants must be placed in the designated planting area or in a non-breakable, non-corrosive flower vase adjacent to the memorial. Fresh cut or artificial flowers and potted plants that have become unsightly and empty flower vases that cannot be turned down into the ground in a receptacle will be removed and disposed of by the Cemetery without notification.

### **6.6 Hanging Baskets**

One hanging basket on an undecorated, non-corrosive metal rod is permitted on lots or graves provided they are adjacent to and over-hanging the memorial. Under no circumstances may a hanging basket overhang or infringe on an adjacent lot, grave or scattering ground. Hanging baskets that become unsightly will be removed and disposed of by the Cemetery without notification.

### **6.7 Memorial Wreaths**

Wreaths may be placed in the Cemetery only between November 1<sup>st</sup> and March 31<sup>st</sup> of each year. In order to prepare the grounds for spring, wreaths and wreath stands must be removed prior to April 1<sup>st</sup>. Wreaths and wreath stands not removed by April 1<sup>st</sup> will be removed and disposed of by the Cemetery without notification.

### **6.8 Responsibility for Articles**

Articles placed on lots, graves, scattering grounds, columbarium niches, or mausoleum crypts are the sole responsibility of the Interment Rights Holder(s). The Cemetery is not responsible for the loss of or damage to any articles placed within the Cemetery.

Articles left on lots, graves, or scattering grounds during the winter months are subject to deterioration and damage and impede Cemetery operations. It is recommended that Interment Rights Holders remove all articles and tokens of remembrance from the lot or grave by November 1<sup>st</sup> of each year. It is also recommended that items of significant or sentimental value not be left at the interment right.

## **7.0 Mausoleum Crypts**

### **7.1 Documents Required for Entombment**

Interment Rights Holders may be required to visit the Cemetery office and complete a prescribed Cemetery contract, and written direction and authorization prior to an entombment taking place. Should the Interment Rights Holder(s) be the deceased, direction must be provided in writing by the next-of-kin or estate executor.

### **7.2 Payment**

Payment must be made to the Cemetery before an entombment may take place.

### **7.3 Sealing After Entombment**

Only the Cemetery may open and seal crypts for entombments. This applies to the inside sealer and the crypt front.

### **7.4 Witnessing an Entombment**

The entombment of remains may be witnessed by those present at the funeral service, however, the Cemetery reserves the right to disallow any witnessing if it is felt the safety of anyone present would be at risk.

### **7.5 Crypt Inscriptions and Adornments on Memorials Owned by the Cemetery**

To ensure quality control, desired uniformity and standard of workmanship, the Cemetery reserves the right to inscribe all crypt fronts or install all bronze lettering, bronze vases, bronze adornments, bronze emblems, and ceramic or photoplex pictures within bronze frames on crypt fronts. Approved samples are on display at the Cemetery office. Any unauthorized adornment or emblem will be removed and disposed of without notice and at the expense of the Interment Rights Holder(s). No persons other than the Cemetery shall remove or alter crypt fronts.

### **7.6 Floral Tributes from Funeral Services**

Aside from one floral arrangement during the entombment service, mausolea do not permit fresh cut or potted plants inside the building at any time. Funeral flowers will remain outside of the mausoleum entrance and will be removed daily.

### **7.7 Floral Tributes in Outdoor Mausoleum**

Artificial and fresh cut flowers in vases attached to crypts are permitted any time provided that they do not encroach on adjacent crypts. Artificial and fresh cut flowers that have become unsightly will be removed and disposed of without notification.

### **7.8 Floral Tributes in Indoor Mausoleum**

Only one bouquet of artificial flowers is permitted per crypt and only in the bronze vase or vesper light/vase combination. Floral tributes must not encroach on adjoining crypts. Live or cut flowers are not permitted. Artificial flowers and artificial plant materials placed on the floor will be removed and disposed of by the Cemetery on a daily basis without notification.

### **7.9 Articles Not Permitted**

Pedestals, urns, candles, vesper lights, articles of a heavy or cumbersome character, musical greeting cards, and any articles placed on the floor or ground are deemed to be prohibited articles and shall not be allowed in any part of a mausoleum. Prohibited articles will be removed and disposed of without notification.

### **7.10 Ceramic Pictures**

Ceramic pictures, not exceeding 8cm wide x 10cm high (3.15in wide x 3.93in high), or 9cm wide x 12cm high (3.54in wide x 4.72in high), in oval shape, together with a bronze-material frame, not exceeding the exterior dimensions of 12cm wide x 14.5cm high (4.72in wide x 5.71in high), will be permitted only on crypts. Please check with the Cemetery office to determine the size and placement of ceramic pictures permitted.

### **7.11 Security**

Interment Rights Holders and the public are encouraged to visit the mausoleum during posted cemetery visitation hours as listed in By-law 1.1. Where key-entry is provided, Interment Rights Holders will receive two (2) keys to the mausoleum at the time of purchase. Replacement keys may be purchased from the Cemetery office.

## 8.0 Columbarium Niches

### 8.1 Documents Required for Entombment

Interment Rights Holders may be required to visit the Cemetery office to provide identification and complete an Interment Permission Form prior to an entombment taking place. Should the Interment Rights Holder(s) be the deceased, direction must be provided in writing by the next-of-kin or estate executor.

### 8.2 Payment

Payment must be made to the Cemetery before an entombment may take place.

### 8.3 Sealing After Entombment

Only the Cemetery may open and seal niches for entombments. This applies to the inside sealer and the niche front.

### 8.4 Niche Inscriptions and Adornments on Memorials Owned by the Cemetery

To ensure quality control, desired uniformity and standard of workmanship, the Cemetery reserves the right to inscribe all niche fronts or where permitted install all bronze lettering, bronze plaques, bronze vases, bronze adornments, bronze emblems, and ceramic or photoplex pictures within bronze frames on niche fronts. Approved samples are on display at the Cemetery. Any unauthorized adornment or emblem will be removed and disposed of without notification and at the expense of the Interment Rights Holder(s). No persons other than employees of the company shall remove or alter niche fronts.

### 8.5 Floral Tributes from Funeral Services

Floral tributes from services may be placed in a designated area and will be removed and disposed of the same day.

### 8.6 Floral Tributes in Outdoor Niches

Artificial and fresh cut flowers in vases attached to niches (where applicable) are permitted any time provided that they do not encroach on adjacent niches. Artificial and fresh cut flowers that have become unsightly will be removed and disposed of without notification.

### 8.7 Floral Tributes in Indoor Niches

Artificial flowers in vases attached to niches (where applicable) are permitted any time provided that they do not encroach on adjacent niches. Artificial flowers that have become unsightly will be removed and disposed of without notification.

### 8.8 Articles Not Permitted

Pedestals, urns, candles, vesper lights, articles of a heavy or cumbersome character, musical greeting cards, and any articles placed on the floor or ground are deemed to be prohibited articles and shall not be allowed on or in the general vicinity of the niche. Prohibited articles will be removed and disposed of without notification.

### 8.9 Glass-Fronted Niches

Glass-fronted niches may contain only an urn with suitable identification and, space permitting, a personal portrait of the deceased, and a limited number of personal mementos. The Cemetery must approve all items prior to their placement in the niche and must supervise the insertion and/or removal of items into or out of the niche. The Cemetery reserves the exclusive right to open and close the niche and requires the written permission of the Interment Rights Holder(s) before the placement of articles within the niche. A suitable charge may apply should the Interment Rights Holder(s) wish to remove or change items or articles within the niche.

## 9.0 Cremation Centre

### 9.1 Documents Required for Cremation

Prior to any cremation, the Crematorium Operator requires:

- a signed Application for Cremation in a form prescribed by the Crematorium Operator
- a signed contract in a form prescribed by the Cremation Operator
- an Ontario Coroner's Cremation Certificate
- a burial permit issued by the Registrar General showing that the death has been registered
- payment of the requisite fees

The Purchaser and Applicant for Cremation may be required to visit the Cemetery office to complete the contract and Application for Cremation prior to MPGC providing the cremation services.

Direction regarding disposition of the body (e.g., cremation or casket burial) will be taken from the Executor of the estate or, where a will does not exist, from the next-of-kin (e.g., spouse or adult children) or estate representative, if one has been appointed by the court. While the Cemetery encourages family members and interested parties unanimously consent to the disposition of the body, it will not require such unanimous consent in order to avoid unreasonable delay in disposition.

In the case of a fetus less than 20 weeks or less than 500 grams in weight, a burial permit will not be issued by the provincial registering authority. The Cremation Centre requires a letter from a hospital or a medical practitioner in place of the burial permit.

### 9.2 Cremation After 48 Hours

Cremations may take place only after the expiry of at least 48 hours from the time of death as set out on the Application for Cremation, unless otherwise directed in writing by the Applicant on the Application for Cremation, and the Cremation Centre will not cremate more than one person at a time.

### 9.3 Right to Refuse to Cremate

The Crematorium Operator reserves the right to refuse cremation for purposes of operator or public safety, insufficient or uncertified documentation, operational efficiency and/or any other reason the Cremation Centre considers necessary in its discretion.

### 9.4 Caskets or Containers

Human remains delivered to the crematorium for cremation must be delivered in a closed casket or rigid container that is fully combustible. By law, the crematorium will not cremate caskets or containers made of, or containing, non-flammable or hazardous materials such as white metal, mattresses, metal box springs, glass objects, chlorinated plastic, or fiber-reinforced plastic.

Under no circumstances will a crematorium employee open the casket or container. If a funeral service is conducted using a rental casket, the rental portion of the casket must be removed and the inner casket liner closed prior to delivery to the Cremation Centre. Under no circumstances will the Crematorium Operator accept responsibility to remove the rental portion of the casket and close the inner casket liner. The remains will be cremated in such closed casket or container that was delivered to the crematorium.

Prior to cremation, metal casket handles and other exterior metal casket fittings will be removed by the Crematorium Operator and with the permission of the Applicant.

Should it be discovered following a cremation, that a licensed Funeral Establishment or Transfer Service Operator delivered a casket or container to the crematorium made of, or containing non-flammable or hazardous materials such as white metal, mattresses, non-flammable bedding, metal box springs, glass

objects, chlorinated plastic, or fiber-reinforced plastic, the licensed Funeral Establishment or Transfer Service Operator shall be responsible to pay an additional cremation services fee as contained in the Crematorium Operator's price list for the additional operational costs incurred by the crematorium, and/or reimburse the Crematorium Operator for any damage that has occurred to the cremation equipment or the crematorium staff as a result of delivering such a non-combustible casket or container to the crematorium for cremation.

## **9.5 Medical Devices and Radioactive Implants**

Radioactive and battery-operated heart pacemakers and other medical devices could explode during the cremation process and create a health hazard for the Crematorium Operator. Under no circumstances will the Crematorium Operator cremate human remains containing such devices.

If a radioactive or battery-operated heart pacemaker or medical device is present, the Applicant must instruct the licensed funeral director or other authorized persons to remove it before cremation.

The Applicant is liable for any damages to the Cremation Centre, crematorium equipment or injury to the Cremation Centre employees in the event that such device is not removed.

*Crematorium Operator will not, under any circumstances, cremate an individual who has received implanted microscopic radioactive Brachytherapy treatment such as TheraSeed within 2 years prior to their date of death unless the Cremation Centre has determined, in its sole and absolute discretion, it is safe to do so.*

## **9.6 Valuable Material**

Due to the extreme temperatures attained during the cremation process, any valuable material is not recoverable after the cremation and should be removed before the casket or container is transferred to the crematorium. The Cremation Centre and its employees are not responsible for any valuable material left in the closed casket or container at the time of delivery to the Cremation Centre.

## **9.7 Witnessing Cremations**

In order for families to observe or participate in this part of the process, arrangements must be made in advance with the Cremation Centre office to witness the commencement of the cremation process. The Cremation Centre reserves the right to limit the number of family members in attendance or refuse admittance to the witnessing area if, in the sole opinion of the Cremation Centre staff, the health or safety of a family member or Cremation Centre employee is at risk.

## **9.8 Cremated Remains of Children**

It should be clearly understood that there are little, if any, cremated remains following the cremation of a fetus or a very young child.

## **9.9 Identification During Cremation**

A metal identification tag will be assigned to the casketed human remains when they are delivered to the Cremation Centre. The metal tag will contain MPGC's name and an identification number that is unique to the deceased. The metal identification tag will accompany the remains throughout the various stages of cremation and will be placed in the cremation urn or container during final packaging. The Crematorium Operator will maintain such records or registry as required by O. Reg. 30/11, s. 110.

## **9.10 Co-mingling Cremated Remains**

The Crematorium Operator will not, without the written and signed consent of the Applicant, co-mingle the cremated remains of more than one person.

### **9.11 Contagious Diseases**

It is a legal requirement that the Crematorium Operator be notified that a death is a result of a contagious disease, prior to arrangements being made for the cremation. If a contagious disease has been confirmed, the Crematorium Operator reserves the right to adhere to recognized health and safety practices. The Cremation Centre will designate the hour and manner in which cremations will be done.

### **9.12 Packaging of Cremated Remains**

Cremated remains are placed in a temporary container, which is provided by the Cremation Centre without additional charge, or in an urn or container provided or purchased by the individual or family. In the event that the urn or container supplied will not hold all of the cremated remains, an additional temporary container will be used.

### **9.13 Disposition of Cremated Remains**

Directions for the disposition of cremated remains must be made on the Application for Cremation. The cremated remains may be held at the Cremation Centre for a period of up to one year from the date of cremation in order for the Applicant to make a final decision as to the preferred form of disposition. If, after one year, final disposition has not taken place, the cremated remains will be interred in a cremation common grave at the expense of the Applicant. No memorial may be placed on a cremation common grave, and retrieval cannot be guaranteed at a future date.

### **9.14 Floral Tributes from the Funeral Service**

Floral tributes will be received at the Cremation Centre chapel only on the day of the cremation service and will be disposed of immediately following the service. The Cremation Centre reserves the right to limit the number of floral tributes delivered to the Cremation Centre chapel.

Only one floral tribute will be allowed to accompany the delivery of the casket or container to the Cremation Centre. The floral tributes will be disposed of by the Cremation Centre staff and will not be cremated with the casket or container.

### **9.15 Pets or Other Animals**

Only human remains will be cremated.

### **9.16 Scheduling of Cremations**

Unless a witnessing of a cremation has been confirmed, the Crematorium Operator reserves the right to alter the time of cremation and/or to re-direct a cremation to another Mount Pleasant Group Cremation Centre without notice.

## **10.0 Contractors**

### **10.1 Contractor Pre-approval Required Before Working**

Any contract work to be performed on a lot, grave, niche or crypt within the Cemetery requires the written pre-approval of the Interment Rights Holder(s) and the Cemetery before the work may begin.

It is the responsibility of all Contractors to report to the Cemetery office and provide the necessary approvals before traveling to the lot or grave to perform the work.

### **10.2 Permission to Perform Contract Work**

Contractors employed to erect a memorial, structure, complete landscaping, or to do any other work in the Cemetery shall report to the Cemetery office and provide to the Cemetery the written consent of the Interment Rights Holder(s) prior to commencing their work. Such consent shall designate the location of the lot, grave, niche or crypt and the work to be performed. The Cemetery will provide the Contractor with a temporary permit to complete the work. This permit shall be prominently displayed in the front window of the Contractor's vehicle.

Contractors who begin work within the Cemetery without first obtaining all proper authorizations contained herein will be asked to leave the property.

### **10.3 Compliance with Legislation**

Any person, firm, or corporation ("Contractors") performing any work in the Cemetery must comply with all applicable legislation including without limitation: Workers' Compensation, Occupational Health and Safety and Environmental Protection, and maintain general liability insurance of not less than \$3,000,000 ("Coverage"). Such Contractor shall provide written proof of such Coverage at the request of the Cemetery within 72 hours of a written request and prior to commencing any work within the Cemetery.

Should a Contractor not be able to provide written proof of Coverage within the prescribed time limit, said Contractor shall be prohibited from completing any work within the Cemetery until written proof of Coverage has been provided to the Cemetery.

### **10.4 Cemetery By-laws Apply**

All Cemetery By-laws apply to all Contractors and all work carried out by Contractors within the Cemetery grounds.

### **10.5 Contractor's Liability**

Contractors will conduct their operations to prevent damage to any grounds, turf, shrubs, trees, flowerbeds, monuments, markers, vases, or any other article or natural feature in the Cemetery. Contractors shall lay planks on the lots, or graves, and paths over which heavy materials are to be moved, in order to prevent damage. Any damage caused by Contractors shall be reported to the Cemetery. Damage will be rectified by the Cemetery at the expense of the Contractors.

### **10.6 Contractor Hours of Work**

Contractors will be permitted to complete their work during the following hours: 8:00 a.m. to 5:00 p.m. Monday through Friday, and 8:00 a.m. to 4:00 p.m. on Saturdays. Contractors are not permitted to work within the Cemetery during evenings, Sunday or statutory holidays.

Contractors shall temporarily cease all operations if they are working within 100 metres of a funeral until the conclusion of the service. The Cemetery 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.



### **10.7 Contractor Attire and Conduct**

Contractors performing work within the Cemetery are responsible for their actions, conduct, behaviour, and attire. Shirts with sleeves, long pants and CSA approved safety boots must be worn at all times. Contractors who fail to comply with the required attire will be asked to leave the Cemetery grounds. Contractors must also adhere to and comply with the Cemetery's Code of Conduct.

### **10.8 Removal of Implements and Rubbish**

Contractors working within the Cemetery must remove all implements, equipment and rubbish from the Cemetery at the conclusion of the work or at the end of each workday. All work sites must be secured when left unattended.

## 11.0 Natural Burial Areas

The following By-laws apply to burial and memorialization within a designated Natural Burial Area and supersede By-laws which are contained within the general Cemetery By-laws designed to apply for general cemetery use.

### Glossary of Terms

**Natural Burial Area:** An area within a cemetery which is specifically designed to permit human remains to be returned to the earth as naturally as possible.

**Natural Burial Grave:** Any interment right in a Natural Burial Area which permits the burial of human remains in a biodegradable casket, container, shroud, or cremation urn.

### Natural Burial Area By-laws

#### 11.1 Number of Burials

A maximum of one casket and one cremated remains or two cremated remains may be buried in each grave. The casket burial will be performed at standard depth only. (This By-law supersedes By-law 3.4.)

#### 11.2 Caskets, Containers, Shrouds, or Cremation Urns

Remains must be delivered to the Cemetery for burial in the Natural Burial Area in a closed casket, container, shroud, or urn made from materials or substances that are non-toxic and readily biodegradable, such as wood, wicker, recycled cardboard, or natural fiber. All shrouds must be accompanied by a carrying tray to ensure transportation to the grave is done in a dignified manner. The carrying tray will be lowered and remain in the grave. Synthetic materials or metals used in the manufacture of the casket, container, urn, shroud, or tray are not permitted. The Cemetery management reserves the right to refuse any interment of human remains should the human remains be delivered to the Cemetery in a casket, container, shroud, carrying tray, or cremation urn that does not conform to these requirements. (This By-law supersedes By-law 3.6.)

Cremated remains will be buried in such biodegradable urn or container, or, at the written direction of the Interment Rights Holder(s), removed from the urn or container and placed in the excavation for burial within the interment right/lot as referred to as interment without an urn or container. These remains may be disturbed while performing future burials.

#### 11.3 Outer Containers

Concrete vaults, metal vaults, or other outer containers will not be permitted in Natural Burial Areas. (This By-law supersedes By-law 3.7.)

#### 11.4 Removal of Caskets, Containers, or Cremated Remains

Interments performed within the Natural Burial Area must be regarded as permanent and irreversible as all burials are performed using biodegradable containers. (This By-law supersedes By-law 3.8.)

#### 11.5 Preparation of the Human Remains

Human remains which have been preserved (embalmed) using formaldehyde or other non-biodegradable chemicals will not be permitted to be buried within the Natural Burial Area.

#### **11.6 General Care of Natural Burial Graves**

In addition to the parameters stated in By-law 5.1 in order to preserve and enhance the natural environment, grass cutting and weeding will not be provided or permitted within Natural Burial Areas.

#### **11.7 Planting Restrictions**

Live or artificial plant material of any kind is prohibited to be placed on the graves within the Natural Burial Area.

#### **11.8 Tributes of Remembrance**

To preserve the natural setting, no articles of any kind may be placed within the Natural Burial Area.

#### **11.9 Memorialization**

To preserve the natural surroundings of the area, memorials, including temporary wooden memorials, are not permitted on Natural Burial graves. A central memorial feature has been provided by the Cemetery on which, for a fee, families may place the name and dates of their loved ones.

## 12.0 Combined Human and Cremated Pet Burial Area (the “Area”)

The following By-laws apply to burial and memorialization within a designated Area and supersede By-laws which are contained within the general MPGC By-laws designed to apply for general cemetery use. Unless specifically superseded by By-laws set forth below, all other Cemetery By-laws apply.

### Glossary of Terms

**Area:** An area within a cemetery, specifically designed to permit the burial of cremated pet and human remains.

**Interment:** The opening and closing of a lot or grave (in ground) for remains, cremated remains or hydrolyzed remains (pet and/or human), including the scattering of pet and or human cremated or hydrolyzed remains in a designated Area.

**Entombment:** The opening and closing of a niche for the placement of pet and/or human cremated or hydrolyzed remains.

**Hydrolyzed Remains:** Reduced pet or human remains resulting from the process of alkaline hydrolysis.

**Interment Right:** The right to require or direct the burial or entombment of cremated pet and/or human remains or pet and/or human cremated or hydrolyzed remains in a lot, grave, niche, or crypt.

**Interment Rights Holder:** A person, firm, or corporation holding the right to direct the interment or disinterment of pet and/or human remains, cremated, or hydrolyzed remains, and associated memorialization in an interment right as registered in the Cemetery records.

**Pet:** Any domesticated animal that commonly cohabits in family households for companionship or support. This term excludes exotic animals, farm animals, wild animals and any other animal defined by the municipality as a prohibited animal.

**Pet and Human Burial Grave:** Any interment right in an area, which permits the burial of cremated pet and human remains in the same interment right and permits a marker to be set flush and level with the ground in the marker space as defined in the Interment Rights Certificate.

**Pet Burial Grave:** Any interment right in an area, which permits the burial of cremated pet remains and permits a marker to be set flush and level with the ground in the marker space as defined in the Interment Rights Certificate.

**Pet and Human Burial Lot:** Any interment right in an area, which permits the burial of cremated pet and human remains in the same interment right and permits the installation of a monument in the monument space.

**Pet Section Columbarium:** A structure containing individual compartments or niches for the placement of cremated pet and/or human cremated or hydrolyzed remains.

**Disinterment/Removal:** The removal of cremated pet and/or human remains, including cremated or hydrolyzed pet and/or human remains, after an interment or entombment has taken place.

**Pet and Human Scattering Ground:** Land within a cemetery that is set aside to be used for the scattering of cremated or hydrolyzed pet and human remains.

## **Pet and Human Area By-laws**

*These By-laws are applicable only at those Cemetery sites where cremated pet and human burial areas exist.*

### **12.1 Ownership of Interment Rights**

Ownership of all Cemetery lands remains vested with the Mount Pleasant Group of Cemeteries at all times. Purchasers of interment rights acquire only the right and privilege to direct the burial of cremated pet and/or human remains, and the installation of monuments, markers and inscriptions, subject to Cemetery By-laws. Until payment is made in full no burial, entombment, scattering, monument, marker, inscription, or memorialization is permitted. An Interment Rights Certificate is issued to the Interment Rights Holder(s) when payment in full is made.

### **12.2 Authorization, Information and Documents Required for a Burial, Entombment or Scattering of Cremated Remains**

For each burial, entombment or scattering of cremated pet and/or human remains, the Purchaser or Interment Rights Holder must enter into a Contract, providing such information as may be required by the Cemetery for the completion of the Contract and the public register, in accordance with provincial legislation.

### **12.3 Number of Burials**

The Interment Rights Type determines the maximum number of human and cremated pet burials or entombments in a grave or columbarium. Each interment right has a maximum capacity specified on the document for the purchase of the interment rights. Each Interment Rights Type will have a maximum container size permissible based on the Interment Rights Type.

### **12.4 Cremated pet remains must arrive in a closed casket or container.**

### **12.5 Scattering of Cremated Remains**

Cremated remains may be scattered in a designated scattering ground within the Area. Cremated remains are not permitted to be scattered on a grave or lot. A scattering application and payment of the requisite scattering fee must be completed at the Cemetery office before the scattering of cremated or hydrolyzed remains may take place. A member of the Cemetery staff must perform the scattering, or be in attendance, when the cremated remains are scattered within the designated scattering ground.

### **12.6 Requirements for Removal of Caskets, Containers or Cremated Remains**

Cremated pet and human remains may be removed from a lot or grave provided that the written consent of the Interment Rights Holder(s) is/are received by the Cemetery.

### **12.7 Retrieval of Buried Cremated Remains**

The retrieval of cremated remains buried in a lot or grave cannot be guaranteed. Especially if the interment took place without an urn or container.

### **12.8 Retrieval of Scattered Cremated Remains**

The process of scattering cremated remains is irreversible, therefore scattered cremated remains cannot be retrieved.

### **12.9 Contagious Diseases**

The cremated remains of animals who have died from contagious diseases may require additional permissions as required by public officials and or municipal By-laws within the designated municipality.

### **12.10 Pets or Other Animals**

Only cremated pet and human remains shall be buried or entombed in the designated Area within the Cemetery. Pets include any domesticated animal that commonly cohabits in a family household for companionship or support.

### **12.11 Size of Flowerbeds**

Unless otherwise specified on the Interment Rights Certificate, flowerbeds on pet and human cremation lots or graves must be planted in a bed appropriate to the size of the lot or grave. Please reach out to the Cemetery office for sizing details pertaining to your grave.





**Mount Pleasant  
Group of Cemeteries**

2233-00-0624

Mount Pleasant Group of Cemeteries owns and operates as:

**Beechwood Cemetery**

7241 Jane Street, Vaughan ON L4K 1A7  
905-669-1827

**Duffin Meadows Cemetery**

2505 Brock Road North, Pickering ON L1X 0K3  
905-427-3385

**Elgin Mills Cemetery, Cremation and Funeral Centres**

1591 Elgin Mills Road East, Richmond Hill ON L4S 1M9  
905-737-1720

**Meadowvale Cemetery, Cremation and Funeral Centres**

7732 Mavis Road, Brampton ON L6Y 5L5  
905-451-3716

**Mount Pleasant Cemetery, Cremation and Funeral Centres**

375 Mount Pleasant Road, Toronto ON M4T 2V8  
416-485-9129

**Pine Hills Cemetery and Funeral Centre**

625 Birchmount Road, Scarborough ON M1K 1R1  
416-267-8229

**Prospect Cemetery**

1450 St. Clair Avenue West, Toronto ON M6E 1C6  
416-651-4040

**Thornton Cemetery, Cremation and Funeral Centres**

1200 Thornton Road North, Oshawa ON L1J 0C9  
905-579-6787

**Toronto Necropolis Cemetery**

200 Winchester Street, Toronto ON M4X 1B7  
416-923-7911

**York Cemetery and Funeral Centre**

160 Beecroft Road, North York ON M2N 5Z5  
416-221-3404

[mountpleasantgroup.com](http://mountpleasantgroup.com)

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