

Lakefield Cemetery & Crematorium Inc.

# Cemetery & Crematorium By-laws

Approved April 2017

Lakefield Cemetery &  
Crematorium Inc.

Ontario License Number 3296967

1262 Buckhorn Road  
Lakefield, Ontario K0L 2H0

**The By-Laws of the Lakefield Cemetery & Crematorium Inc.  
in the Township of Selwyn**

**Ontario License Number 3296967  
March 2016**

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**18.13 Witnessing Cremations:** In order for families to observe this distinctive ritual, arrangements must be made in advance with the crematorium office to witness the commencement of the cremation process.

If it is possible to schedule the cremation witnessing, the Crematorium Operator reserves the right to limit the number of family members in attendance or refuse admittance to the cremation room if, in the sole opinion of the Crematorium Operator, the health or safety of a family member or Crematorium employee is at risk.

At least one licensed funeral director must be present for the placement of the casket or container onto the loading table, to direct the Viewing and will remain present until the start of the cremation process. The opening the casket or container prior to cremation is only at the discretion and direction of the funeral director.

If a ritual requires a small symbolic fire or the lighting of incense with the casket, any burning materials must be safely contained within a fireproof metal or earthen ware vessel approved by the Cemetery.

The closed casket or container shall be placed into the cremation chamber by the crematorium staff.

One family member may be designated to push the button to commence the cremation process.

Family members will be asked to leave the cremation room immediately following the commencement of the cremation process. Only the crematorium staff is allowed to remain in the crematorium room during the cremation process and the subsequent procedures.

The charge for Viewing, as shown on the Price List, is based on the preparation and holding of the cremation chamber, giving the Viewing priority over all other cremations that need to be performed, and having the necessary staff available to allow the Viewing to be done in a safe and orderly manner.

All in attendance must follow the direction of the Crematorium Operator who is empowered to preserve order and decorum within the facility.

Smoking is not allowed anywhere in the crematorium facility

**18.14 Floral Tokens from the Funeral Service:** Only one floral token will be allowed to accompany the delivery of the casket or container to the crematorium. Unless otherwise specified, the floral token will be cremated with the casket or container.

**18.15 Pets or Other Animals:** Only human remains will be cremated.

**18.6 Medical Devices:** 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 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 crematorium, cremation equipment or injury to the Cemetery or Cemetery employees in the event that such device is not removed.

**18.7 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 Crematorium and its employees are not responsible for any valuable material left in the closed casket or container at the time of delivery to the crematorium.

**18.8 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.

**18.9 Comingling Cremated Remains:** The Cemetery will not, without the written and signed consent of the Applicant(s) place in a container the cremated remains of more than one person.

**18.10 Contagious Diseases:** It is a legal requirement that the Crematorium be notified that a death is a result of contagious disease, prior to arrangements being made for the cremation.

If a contagious disease has been confirmed, the Crematorium reserves the right to adhere to recognized Health and Safety practices. The Crematorium will designate the hour and manner in which such cremations will be done.

**18.11 Packaging of Cremated Remains:** Cremated remains are placed in a temporary container, which is provided by the Crematorium without additional charge, or in a container provided or purchased by the individual or family. In the event that the container supplied will not hold all of the cremated remains, an additional container will be used.

**18.12 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 crematorium 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.

Where the disposition of the cremated remains has not been completed for one (1) year following cremation, the cremated remains may be interred in the least expensive Cremation Lot available in the Cemetery, and an invoice will be forwarded to the Applicant for the prevailing charges.

Retrieving the cremated remains after interment will incur disinterment charges.

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## 18.0 CREMATORIUM

**18.1 General:** The general by-laws of the Cemetery shall apply to the Crematorium as far as the nature of the case permits

### 18.2 Authorization, Information and Documents Required for Cremation:

**Application for Cremation and Contract:** A signed Application/Contract for Cremation in a form prescribed by the Crematorium to provide direction and authorization must be provided to the Crematorium prior to the cremation taking place.

The Crematorium will accept facsimile, written or e-mail authorization for Cremation.

**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 Crematorium prior to the cremation taking place.

A Burial permit is not required for an infant less than 20 weeks gestation

**Coroner's Certificate:** A Certificate issued by a coroner showing that the death has been investigated and the body can be cremated must be provided to the Crematorium prior to the cremation taking place.

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

**18.3 Multiple Cremations:** The Crematorium cannot, without the written and signed consent of the Applicant; cremate more than one body at a time.

**18.4 Right to Refuse to Cremate:** The Cemetery has the right to refuse to cremate in any case without giving any reasons.

**18.5 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 Cemetery will not cremate caskets or containers made of, or containing, non-flammable or hazardous material or prescribed material. Chlorinated plastic or fibre-reinforced plastic is a prescribed material.

Under no circumstances will a Cemetery 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 by a licensed funeral service provider. 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, casket handles and other exterior fittings may be removed by the Cemetery and later disposed of within Cemetery grounds or recycled unless otherwise directed by the Applicant. .

**DEFINITIONS UNDER THESE CREMATORIUM BY-LAWS**

**Applicant:** The person who applied to the Lakefield Crematorium to undertake the cremation

**Body:** The human remains of a deceased person before cremation

**Cemetery:** The Lakefield Cemetery operated by Lakefield Cemetery & Crematorium Inc.

**Cremated Remains:** The residue after cremation of the body and of the casket or container in which it was received

**Cremation Room:** The area of the facility that contains the appliance that performs the cremation

**Crematorium:** The Lakefield Crematorium operated by Lakefield Cemetery & Crematorium Inc.

**Disposition:** The burial, entombment or scattering of the cremated remains

**Viewing:** The witnessing the casket or container being placed into the cremation chamber

**Viewing Room:** The area of the facility by the front entrance designed for the Viewing through a window

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## 17.0 VISITORS

**17.1 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:** No one may damage, destroy, remove or deface any property in or belonging to the Cemetery.

**Children:** Children under 12 years of age must be supervised by an adult at all times who shall be responsible for their good conduct and shall ensure they do not run over the lots and do not to climb any structure, monument, fence or tree;

**Vehicles:** Vehicles within the Cemetery shall be driven at a speed less than 20 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 actions, conduct, behaviour, or attire disturbs the decorum of the Cemetery, or who violates these By-laws may be required to leave the Cemetery grounds;

**Dogs, Cats, Pets, etc.:** Dogs, cats, pets, etc., of any form are not permitted in the Cemetery;

**Special Events:** Special Events are permitted with the prior approval of the Cemetery;

**Soliciting:** Canvassing, soliciting, advertising or distributing business cards in the Cemetery is prohibited.

**Photographing, Filming, or Video-Taping:** Photographing, filming, or video-taping of any part of the Cemetery may only take place with the prior approval of the Cemetery;

**Bicycles:** To ensure the safety of our employees and visitors to the Cemetery, bicycles must be operated in a safe manner that respects the needs of families and only on Cemetery roads at a speed less than 10 km/hour. Bicycle racing is strictly prohibited and bicycles are not to be rested on a Monument.

**Complaints:** Any complaints by Interment Rights Holders or visitors should be made to the Manager, and not to workmen on the grounds and controversies with workmen or others on the grounds are to be avoided.

### Preface:

The Lakefield Cemetery was founded in 1865 by a group of public spirited citizens who decided that a suitable burial ground should be available for the needs of the growing community. The Cemetery is located in the Township of Selwyn just west of the town of Lakefield, on the west side of Buckhorn Road (formerly Highway 507), between Lakefield Hwy (formerly Hwy 28) and 8<sup>th</sup> Line of Smith (Peterborough County Road 18)

Over the years, the property has been enlarged, improved and landscaped and now provides a gracious and dignified resting place for past generations.

Lakefield Cemetery & Crematorium Inc .was incorporated in 2004 as a non-profit-not-charitable organization and is licensed to act as a Cemetery in accord with Provincial Regulations.

Its Board of Directors, in the discharge of their responsibilities, appeal to the public to aid them by following these by-laws, which have been adopted for the improvement and upkeep of the Cemetery, to keep it a becoming and respectful place for the burial of the dead.

It is our hope that by a co-operative effort we can keep the Cemetery attractive and peaceful.

### Forward:

These By-laws reflect time tested Cemetery practices and have been developed based on experience since 1865.

The latest revisions bring up-to-date the June, 2012 By-laws, and reflect the ongoing changes in administration (incorporation in 2004), new areas that were developed and change of use in others. The tributes visitors leave on graves have changed too, and issues with these have also been addressed. These updated 2016 By-laws of Lakefield Cemetery & Crematorium Inc. are subject to the approval of the Bereavement Authority of Ontario before coming into effect. (*Funeral, Burial and Cremation Services Act 2002*)

All of the Cemetery By-laws apply to every form of Interment Rights as far as the nature of the case permits.

By-law compliance ensures the safety of our visitors, employees, and the maintenance of proper Cemetery operations.

## DEFINITIONS UNDER THESE CEMETERY BY-LAWS

**Act:** The provincial Act of Parliament governing the operation of cemeteries and crematoria.

**Bereavement Authority of Ontario (BAO):** Regulatory body for cemeteries in Ontario

**Board:** The duly appointed or elected Board of Directors for Lakefield Cemetery & Crematorium Inc..

**Burial:** The opening and closing of a Lot or Grave (in ground) for human remains or cremated remains (including the scattering of cremated human remains)

**Care and Maintenance Fund:** As a requirement under provincial legislation, a portion of the purchase price of all Interment Rights and Scattering Fees and also the prescribed amount payable upon installation of Monuments and Markers is contributed 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.

**Cemetery:** The Lakefield Cemetery, located on Lot 24, concession 7, Township of Selwyn, County of Peterborough

**Cemetery Office:** The main office located at the north side of the Cemetery property

**Certificate of Interment Rights:** The document issued by the Cemetery once Interment Rights have been fully paid or a Transfer of Interment Rights has been completed specifying, the ownership of the Interment Rights for a Grave, Lot or Niche.

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

**Corner Post:** Any stone, aluminum or other land markers set flush with the surface of the ground and used to indicate the location of a lot.

**Cremation Lot:** A lot that is designated to inter a container of human cremated remains. The quantity and size of cremation containers, and the memorial allowed on the lot, depends upon the size of the lot and location in the Cemetery.

**Interment:** Another term for Burial

**Interment Right:** The right to require or direct the burial of human remains in a Grave, Lot or Niche.

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

**Inurnment:** The opening and closing of a Columbarium Niche for placement of an urn.

**16.6 Contractor Hours of Work:** Contractors will be permitted to complete their work during 8:00 a.m. to 5:00 p.m. Monday through Friday. Contractors are not permitted to work within the Cemetery during evenings, weekends or statutory holidays.

Contractors shall temporarily cease all operations if they are working within 15 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.

**16.7 Contractor Attire and Conduct:** Contractors performing work within the Cemetery are responsible for their actions, conduct, behaviour, and attire. The demeanour and behaviour of all workmen employed by others in the Cemetery, shall be subject to the control of the Manager.

**16.8 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 work day. All work sites must be secured when left unattended.

**16.9 Heavy Loads:** Heavy loads shall not be permitted in the Cemetery when the roads are in unfit condition. Contractors, Monument Builders and suppliers shall lay wooden planks on the burial lots and paths over which heavy materials are to be moved in order to protect the surface from damage.



## 16.0 CONTRACTOR

**16.1 Contractor Pre-approval Required Before Working:** Any contract work to be performed within the Cemetery requires the written pre-approval of the Interment Rights Holder and the Cemetery before the work may begin. Pre-approval includes but is not limited to: landscaping, delivery of Monuments and Markers, inscriptions, designs, drawings, plans and detailed specifications relating to the work, proof of all applicable government approvals and permits, the location of the work to be performed. 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.

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

**16.3 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.

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

**16.5 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.

No contractors shall drive or park on the grass unless otherwise directed to do so by the Manager. Any damage caused by Contractors shall be rectified by the Cemetery at the expense of the Contractors.

**Letter of Permission:** A document signed by the lot owner granting permission for the interment of human remains in the specified lot. If he/she is deceased, forms must be signed and witnessed by his/her executor/executrix or children of the lot owner to grant permission for someone to be interred into a lot not owned by them. A copy of the form or letter must be delivered to the cemetery prior to any interments taking place.

**Lot:** An area of land in the Cemetery containing, or set aside to contain, human remains and includes a Grave or Columbarium Niche.

**Manager:** The person appointed by the Board as the manager of Lakefield Cemetery & Crematorium Inc.

**Marker:** A permanent memorial of granite, marble, or bronze set flush with the surface of the ground, except where affixed to a columbarium niche or other structure or place intended for the deposit of human remains.

**Memorials:** All Markers or Monuments, Columbarium Niche fronts, and any other form used to inscribe the names of individuals.

**Monument:** An upright (above-ground) memorial projecting above ground level.

**Plan:** The site plan of the Cemetery approved by the Ministry of Consumer Services for Ontario.

**Plot:** A grouping of two or more lots in which the rights to inter have been sold as a unit.

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

**Removal:** The Removal of human remains, including cremated human remains, from a closed or sealed Grave, Lot or Niche.

**Scattering Garden:** The area within the Cemetery that is set aside to be used for the common scattering of cremated remains.

**Secretary-treasurer:** The secretary-treasurer appointed by the Directors of Lakefield Cemetery & Crematorium Inc.

## 1.0 ADMINISTRATION

**1.1 Ownership:** The Cemetery is privately owned land. Ownership of all Cemetery land is registered in the Ontario Land Registry Office with Lakefield Cemetery and Crematorium Inc.

**1.2 Management:** Management and direction are entrusted to an elected Board of Directors that govern, without remuneration, the care and upkeep supervised by the manager who resides on the property.

The Board shall meet at least twice annually: In January each year to set prices and resolve matters regarding the Cemetery upkeep and maintenance, and once after the books are audited to elect the chairman for the year, and other officers as necessary, to consider the auditors report, and resolve any remaining matters regarding the Cemetery upkeep and maintenance. If required, other meetings may be called by the chairman.

The secretary-treasurer will record the minutes of the meeting and the resolutions adopted.

**1.3 Liability for Loss or Damage:** The Cemetery assumes no liability or responsibility for the loss of, or damage to, any Grave, Lot, Columbarium Niche, Monument, Marker or article that may be placed on an Interment Right save and except as noted below.

The Cemetery only assumes liability if, during the course of performing routine Cemetery operations, the Cemetery or its employees should cause damage to any Grave, Lot, Columbarium Niche, Monument, Marker. The liability shall be limited to the extent of the damage caused, and the Cemetery shall make a reasonable effort to correct the damage.

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 Hours of Operation

**Cemetery Grounds Visitation Hours:** Interment Rights Holders and the general public can visit the Cemetery grounds during daylight hours.

**Office Hours:** The Cemetery Office is located on the north end of the property and is generally open Monday to Friday from 9:00 a.m. to 5:00 p.m. (excluding statutory holidays).

If there is no one in the office during this period, a notice will be posted on the door to locate an employee on the grounds. With advance notice, special attention can be provided outside of regular operating hours.

**Burial Hours:** Burials will be carried out between the hours of 9:00 a.m. and 4:00 p.m. Monday through Friday (excluding statutory holidays). Additional service charges will apply for Burials arriving at the Cemetery after 4:00 p.m. Special arrangements can be made with the Cemetery Office for Burials on weekends or holidays subject to staff availability.

## 15.0 MAPLE GLEN COLUMBARIUM NICHES

**15.1 General:** All the general rules and regulations of the Lakefield Cemetery & Crematorium Inc. shall apply to the columbarium as far as the nature of the case permits.

Each Niche is designed to accommodate 1 or 2 urns of human cremated remains. The number of urns to be placed in each niche is determined by the size of the urn and internal dimensions of the Niche.

Niche Vases are not permitted.

### 15.2 Round Centre Structure:

**Regular Size Niches:** Niches in Section B, D, G, H, have interior dimensions of 12x12x12 inches (30x30x30 cm ). Each niche allowed a maximum of 2 urns.

**Oversize Niches:** Niches in Section A, C ,E, F have interior dimensions of 12x12x16 inches (30x30x40 cm ). These Niches allow for the use of larger urns, but each niche is allowed maximum of 2 urns.

**15.3 Curved Structures:** All curved columbaria will be built as required.

**14.7 Niche Inscriptions and Adornments:** To ensure quality control, desired uniformity and standard of workmanship, the Cemetery reserves the right to install all bronze lettering, bronze plaques, bronze vases, bronze adornments, bronze emblems, and ceramic 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.

**14.8 Floral Tokens from Funeral Services:** Floral tokens from services may be placed in a designated area and will be removed and disposed of within 5 days unless an adjoining niche must be opened for an inurnment.

**14.9 Floral Tokens in Niche Vases:** Artificial and fresh cut flowers in vases attached to Niches are permitted any time provided that they do not encroach on adjacent Niches. Flower designs made on wire frames must have the wire covered so as to prevent staining or marking the granite.

Artificial and fresh cut flowers that have become unsightly will be removed and disposed without notification.

**14.10 Articles not Permitted:** Pedestals, urns, candles, vesper lights, articles of a heavy or cumbersome character, musical greeting cards, glass vases or other breakable items, 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 without notification.

**1.5 Public Access to Information:** The Cemetery is committed to protecting the privacy of its Interment Rights Holders. We will 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.

**1.6 Changes in By-laws:** The Cemetery may, from time to time, change the By-laws in order to best serve the interests of the Cemetery and Interment Rights Holders. 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 BAO.

**1.7 Right to Re-survey:** 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:

- 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, or drives;
- 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 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

**1.8 Decoration Day:** Decoration Day is on the Third Sunday (Father's Day) in June of each year.

## 2.0 SALE AND TRANSFER OF INTERMENT RIGHTS

**2.1 Ownership of Interment Rights:** The purchase of Interment Rights is not a purchase of Real Estate or real property. 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, Inurnment, Monument, Marker, Inscription, or memorialization is permitted.

An Interment Rights Certificate will be issued to the Interment Rights Holder(s) within 30 days from the day when they come into effect, but only when payment is made in full.

It is prohibited to sub-divide any Interment Right.

The contract for Interment Rights shall be deemed cancelled if the Cemetery has reasonable grounds to believe that the Holder of the Certificate has or would have reached 120 years of age and if the Cemetery is unable, after making reasonable efforts, to determine if the beneficiary is alive.

**2.2 Interment Rights purchased in advance of need:** Interment Rights purchased before they are needed will not come into effect for 30 days from the date of the contract. During this 30 day period, no Interment Rights Certificate will be issued and no Burial, Inurnment, Monument, Marker, Inscription, or memorialization will be ordered or is permitted. The purchaser has the right to give written notice to cancel the contract during this 30 day period.

If the Cemetery receives notice that a contract is cancelled within this thirty day period, the Cemetery will refund to the purchaser all money received under the contract within thirty days of receiving the notice.

The purchaser has the right to give written permission to relinquish this 30 day period and allow a Burial, Inurnment, Monument, Marker, Inscription, or memorialization to be ordered or permitted rendering the contract not subject to cancellation or refund.

**2.3 Interment Rights purchased at time of need:** Interment Rights purchased at time of need must be paid for in full before being used and are not subject to cancellation or refund.

**2.4 Payment Options:** Payments for Interment Rights shall be made at the Cemetery office.

Interment Rights purchased before they are needed may be paid by monthly installments over a period of time, mutually agreed upon, without interest charges, subject to the terms of the agreement.

Monthly installments shall be applied first to the purchase of the Interment Rights before being applied to the purchase of any other supplies or services under a contract.

**2.5 Care and Maintenance Fund:** As a requirement under provincial legislation, the prescribed portion of the purchase price of all Interment Rights, Scattering and the 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.

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

**14.3 Re-sale of Interment Rights for Niches:** The Interment Rights Holder may sell and transfer unused Interment Rights for a Columbarium Niche to a third party before the Interment Rights are exercised, subject to these By-laws respecting the change of ownership, provided they are not sold or transferred to another for a value greater than the price listed on the current price list.

**14.4 Transfer of Interment Rights for Niches:** Change of ownership must be registered with the Cemetery to ensure the correctness of the records. This must be done at the Cemetery office where the Transfer Endorsement Form must be completed by the Interment Rights Holder and the original Interment Rights Certificate must be returned.

In cases of transmission of ownership of Interment Rights by Will or Bequest, the Cemetery reserves the right to require the production of a notarized copy of the Will or other evidence sufficient to prove ownership.

A new certificate will be issued upon delivery of the completed forms and payment of the Transfer Fee plus any arrears associated with them are paid in full.

**14.5 Repurchase of Interment Rights for Niches After 30 Days from Date of Purchase:**

The Interment Rights Holder must acknowledge being made aware of the current selling price and may request in writing that the Cemetery repurchase any unused Interment Rights at any time before they are exercised. The Cemetery is not obligated to repurchase Interment Rights for any unused portion of a Columbarium Niche.

If the Cemetery receives a written request to repurchase unused Interment Rights, the amount of refund will be the amount negotiated less the portion of the purchase price contributed to the irrevocable Care and Maintenance fund to a maximum of the current price list. This applies to all purchases or contracts that were made before this Act came into being.

If Interment Rights are sold back to the Cemetery, any markers are to be removed before the transfer can be completed. The cost for the removal of the marker shall be paid by the individual(s) authorizing the transfer, in addition to the Transfer Fee.

Installed Niche Vases will not be removed and are not subject to refund.

The Cemetery, after receiving a request to repurchase shall issue a refund within thirty days.

**14.6 Sealing after Inurnment:** Only the Cemetery may open and seal Niches for inurnments. This applies to the inside sealer and the Niche front.

**13.3 Memorialization:** Memorialization is prohibited in the scattering garden. A bronze marker may be purchased and installed by the Cemetery in the designated place

**13.4 Fresh Cut Flowers:** Fresh cut flowers may be placed in the garden in a non-breakable, non-corrosive flower vase adjacent to the scattering. They will be removed and disposed of by the Cemetery when they have become unsightly.

Glass vases or other breakable items are not to be placed in the vicinity of the scattering garden and will be removed and disposed of by the Cemetery without notification.

Plantings in the scattering garden will only be performed by employees of the Cemetery.

## 14.0 COLUMBARIUM NICHES

**14.1 General:** All the general rules and regulations of the Lakefield Cemetery & Crematorium Inc. shall apply to the columbarium as far as the nature of the case permits.

Each Niche is designed to accommodate for 1 or 2 urns of human cremated remains. The number of urns to be placed in each niche is determined by the size of the urn and internal dimensions of the Niche.

It is advisable that the name of the person for whom inurnment is intended be registered with the Cemetery, so that no complications may arise when request for inurnment is made.

### 14.2 Authorization, Information and Documents Required for Inurnment:

**Permission of Interment Rights Holder:** Interment Rights Holder(s) must provide direction and authorization prior to an Inurnment taking place. Should the Interment Rights Holder be the deceased, direction must be provided by the next of kin or estate executor. When Interment Rights are held jointly by two or more persons, the order must be approved by all of them or their authorized representatives unless otherwise stipulated, for inurnment in the Niche as may be requested.

The Cemetery will accept telephone, facsimile, written or e-mail authorization for Inurnment. The Cemetery will not be held responsible for errors made for arrangements over the telephone. All arrangements should be made in writing.

**Proof of Registration of Death:** The Certificate of Cremation must be submitted to the Cemetery office before the inurnment of cremated remains may take place.

**Information Required:** For each inurnment of human remains, a written statement providing such information as may be required by the Cemetery must be submitted to the Cemetery office so that an accurate register may be kept in accordance with provincial legislation.

**Payment:** No inurnment shall be permitted in any niche where the Interment Rights have not been paid in full. Persons requesting inurnments shall be held responsible for charges incurred. Payment must be made to the Cemetery before the inurnment may take place.

**2.6 Re-sale of Interment Rights:** The Interment Rights Holder may sell and transfer unused Interment Rights to a third party before the rights are exercised, subject to the By-laws respecting the change of ownership. provided they are not sold and transferred to another for a value greater than the lot portion listed on the current price list. The Care and maintenance portion will not be returned in the case of resale to the cemetery by the original lot owner unless the contract is cancelled within 30 days of purchase. The Care and maintenance portion will not be returned in the case of resale to the cemetery by the original lot owner unless the contract is cancelled within 30 days of purchase. The Care and Maintenance portion is not a consideration in the sale price should it be sold privately. The cemetery must be informed of the new owner if the lot is sold privately.

### 2.7 Authorization, Information and Documents Required for Re-sale of Interment Rights:

The seller of their Interment Rights will herein be referred to as the Seller.

The third party purchaser of the Interment Rights will herein be referred to as the Purchaser.

**Documents Provided to the Cemetery by the Seller:** The Interment Rights Holder intending to sell their rights shall provide the following documents to the Cemetery so that the Cemetery can confirm the ownership of the rights and provide the Purchaser with the required Certificate:

- 1) An Interment Rights Certificate endorsed by the Seller
- 2) A written statement of the number of interment spaces that have been used in the lot and the number of interment spaces that remain available
- 3) Any other documentation in the Seller's possession relating to the Rights

**Documents Provided by the Cemetery to Purchaser:** The Purchaser will be provided with the following documents by the Cemetery:

- 1) An Interment Rights Certificate endorsed by the Seller
- 2) A copy of the Cemetery's current By-laws
- 3) A copy of the Cemetery's current Price List
- 4) A written statement of the number of interment spaces that have been used in the lot and the number of interment spaces that remain available
- 5) Any other documentation in the Seller's possession relating to the Rights

**Information Required:** The Cemetery requires the following information before issuing a new Interment Rights Certificate:

- 1) A statement signed by the Seller acknowledging the sale of the Interment Rights to the Purchaser
- 2) Confirmation that the Seller of the Interment Rights is the Interment Rights Holder registered on the Cemetery records and that they have the right to resell the Interment Rights
- 3) The date of the transfer of the Interment Rights to the Purchaser
- 4) The name and address of the Purchaser
- 5) A statement of any money owing to the Cemetery in respect to the Interment Rights

**Issuing a new Interment Rights Certificate:** A new Interment Rights Certificate will be issued to the Purchaser upon delivery of the completed forms and the Transfer Fee plus any arrears associated with the Interment Rights are paid in full.

**Sale of Interment Rights Considered Final:** Upon completion of the required procedures to complete the sale of Interment Rights to the Purchaser, and the issuance of a new Certificate of Interment Rights, the Purchaser shall be considered the current Interment Rights Holder and the re-sale or transfer of the Interment Rights will be considered final in accordance with the Cemetery By-laws and the Act.

**2.8 Repurchase of Unused Interment Rights After 30 Days from Date of Purchase:** The Interment Rights Holder must acknowledge being made aware of the current selling price and may request in writing that the Cemetery repurchase any unused Interment Rights at any time before they are exercised. The Cemetery is not obligated to repurchase Interment Rights for any unused portion of a Lot or Columbarium Niche

If the Cemetery receives a written request to repurchase unused Interment Rights, the amount of refund will be the negotiated price less the portion of the purchase price contributed to the irrevocable Care and Maintenance fund to a maximum of the current price list. This applies to all purchases or contracts that were made before this Act came into being.

The Cemetery is not required to repurchase the Interment Rights for more than four lots by the same Interment Rights Holder in any twelve month period.

The Cemetery, after receiving a request to repurchase shall issue a refund within thirty days.

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) authorizing the transfer.

NO REFUND will be made for any Interment Rights that have been exercised.

**2.9 Transfer of Interment Rights:** Change of ownership must be registered with the Cemetery to ensure the correctness of the records. This must be done at the Cemetery office where the Transfer Endorsement Form must be completed by the Interment Rights Holder and the original Interment Rights Certificate must be returned.

In cases of transmission of ownership of Interment Rights by will or bequest, the Cemetery reserves the right to require the production of a notarized copy of the will or other evidence sufficient to prove ownership.

A new certificate will be issued upon delivery of the completed forms and the Transfer Fee plus any arrears associated with the Interment Rights are paid in full.

## 13.0 GARDEN OF MEMORIES & SUNSET MEADOW SCATTERING GARDENS

### 13.1 Authorization, Information and Documents Required for a Scattering:

**Authorization of Cemetery:** Cremated remains may be scattered in the Garden of Memories Scattering Garden or Sunset Meadow Scattering Garden only under the direction of the Cemetery. All the general rules and regulations of the Cemetery shall apply to the scattering garden as far as the nature of the case permits.

Purchasers pay a fee to the Cemetery to have cremated remains scattered within the garden, but ownership of the garden remains in the name and control of Lakefield Cemetery.

Arrangements for scattering must be made by the next of kin or estate executor who will be responsible for charges incurred.

The Cemetery will accept telephone, facsimile, written or e-mail arrangements for scattering. The Cemetery will not be held responsible for errors made for arrangements over the telephone. All arrangements should be made in writing.

**Proof of Registration of Death:** The Certificate of Cremation must be submitted to the Cemetery office before the scattering of cremated remains may take place.

**Information Required:** For each scattering of human remains, a written statement providing such information as may be required by the Cemetery must be submitted to the Cemetery office so that an accurate register may be kept in accordance with provincial legislation.

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

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

**13.2 Scattering Cremated Remains:** As a requirement under provincial legislation, a portion of the Scattering Fees is contributed 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.

Cremated human remains will be scattered in an area prepared by the employees of the Cemetery, not exceeding 70cm<sup>2</sup> (2 ft<sup>2</sup> ) and may be comingled with other cremated remains in the garden.

Cremated remains, once scattered, cannot be retrieved from the garden.

## 11.0 SUNSET MEADOW SECTION

**11.1 Designated Location:** Ranges 20 - 41 and graves 1 - 311. The graves in this area are 1 m x 3 metres in size. All by-laws of the Lakefield Cemetery apply to this area with the exception of memorialization.

### 11.2 Memorialization in the Sunset Meadow Section:

**Single Grave:** A single grave in this area can have either a flat marker maximum size of 14x30"(35 cm x 75 cm) or one upright stone with a maximum base width of 14" x 30" (35 cm x 75 cm) and a maximum height of 42" (1.07 m) with an 8" (20 cm) tablet. Monuments below 36" (90 cm) overall height may have a 6" (15cm) tablet.

**Double Lot:** A double plot in this area may have a maximum of 2 flat markers with the size restrictions mentioned in #1. Or, the Interment Rights Holder may place one upright stone with a maximum width to within 3 inches (7.5 cm) of either side of the double plot and a maximum depth of 14" (35 cm). The height restrictions are based on the safe width of the tablets. Up to 36" (90 cm) height - 6" (15 cm) die, 48"( 1.03 m ) overall height - 10" (25 cm) tablet

## 12.0 CREMATION LOTS

**12.1 General:** The Lakefield Cemetery has cremation lots that can be used for the interment of 1,2, or 4,cremated remains in various areas of the Cemetery.

**12.2 Range 11 Cremation Lots:** 16"x16" (40 cm x 40 cm) lots are for one or two urns. The maximum size of the memorial that can be purchased for this lot is 12" x 12" (30x 30 cm) in either slBarre or stanstead grey granite.

**12.3 Pond Garden Cremation Lots:** 18"x18" (45cm x 45 cm) lots by the Pond Feature are for one or two urns. All markers for this area must be made of Laurentian Pink Granite. The maximum size marker that can be purchased is 12"x15" (30cm x 37.5 cm).

**12.4 Range 17 Quad Cremation Lots:** 1 metre x 1 metre lots are for 1-4 urns. The maximum size flat marker for this lot is 14" x 30" (35cm x 75 cm)

**12.5 Single Graves used as Cremation Lots:** A single grave may be used for 1-4 urns. A flat marker with the maximum dimensions of 14" x 30" (35 cm x 75 cm) may be used in the flat marker only section. If a single grave is purchased in an upright monument area specifically set out for single graves, the maximum size of the base allowed is 30" x 12" (75 cm x 30 cm) with a maximum overall height of 36" (90 cm). Lots in Sunset Meadow may have either a flat marker or a monument with a maximum sized base of 30" x 14" (75 cm x 35 cm) and a maximum overall height of 42" ( 1.07 m ) with an 8" tablet. (20cm)

## 3.0 CARE OF LOTS

### 3.1 General Care of Lots

Income from the Care and Maintenance portion of the Interment Rights 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:

- Maintenance of Cemetery roads, and water systems
- Maintenance of Cemetery landscaping
- Maintenance of fences and trees
- Maintenance of columbaria
- Repairs and upkeep of Cemetery maintenance buildings and equipment
- Re-leveling and seeding of Lots or Graves

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

The planting of trees and shrubs in the Cemetery, the raising of footstones and corner posts, preparation of flower urns, cleaning of memorials and other special services are not covered by income from the Care and Maintenance Fund, but are available for an additional fee. Complete information and estimates may be obtained from the Cemetery office.

**3.2 Grounds Maintenance:** All lots and plots shall be maintained and kept properly graded, grassed and mown by employees of the Cemetery.

If any trees or shrubs situated in any lot shall have become by means of their roots or branches or in any other way, detrimental to the adjacent lots, drains, roads or walks, or prejudicial to the general appearance of the grounds or inconvenient to the public, the Cemetery may remove such trees, shrubs or parts thereof.

**3.3 Grading of Lots and Cutting Sod:** Only the Cemetery or contractors authorized by the Cemetery may cut or remove sod or change the grading of a Lot or any surrounding area. In case of any unauthorized changes, the Cemetery may restore the lot to its original grade at the expense of the Interment Rights Holder.

**3.4 Rubbish:** Rubbish shall not be thrown out on roads, walks or any part of the grounds, but must be placed in receptacles provided at convenient points on the grounds.

**3.5 Lot Maintenance:** No person shall do any work upon a burial lot without the permission of the Cemetery, including raising corner posts or lot markers.

Implements or materials used in doing any work within the Cemetery shall be removed without delay and if this is not done, the Manager shall remove the same.

**3.6 Flower beds and other Plant Material:** Flowers beds and in-ground plantings of any sort on a Lot or Grave are not permitted. Flowering plants or other plant materials must be placed in a container, subject to these By-laws. Flower beds and other plant material on the Cemetery grounds are to be planted and maintained by Cemetery staff only.

#### **4.0 THE LAKEFIELD CEMETERY'S FLOWER & WREATH SERVICES**

**4.1 Pansy Flower Program:** In 2015, the Cemetery introduced the Pansy program for Mother's Day. A pot or bowl of pansies is placed on the lot in time for Mother's Day. These pots are care for by nature and are removed the week before the annual urns are placed on the graves after all danger of frost.

**4.2 Annual Flower Program:** The annual pot filling fee includes the planting watering, weeding and fertilizing as necessary of customer supplied pots, at the rate shown on the price list, billed by April 1st of each year.

**4.3 Mum Flower Program:** Fall mums can be ordered in the spring for placement on the lots around September 21 after the annual urns are removed. These will be looked after by nature and remain on the lots until final clean up November 21st.

**4.4 Endowment Flower Program:** The Flower Endowment urn fee includes the planting, watering, weeding and fertilizing as necessary for a period of 10 or 20 years depending on period purchased, at the rate shown on the price list. A portion of this fee is placed in a trust fund for the care of the flowers for the period purchased.

**4.5 Monument Saddles:** Monument saddles may be purchased at the Cemetery office and may remain on the monument year round. However, when the saddle shows signs of deterioration, it will be removed so that it will not detract from the general appearance of the Cemetery.

**4.6 Winter Wreaths:** Winter wreaths may be ordered on Decoration Day. These wreaths may be paid for at the time or arrangements can be made for you to be invoiced on or around August 15th. The Cemetery will place the wreath on the specified lot by October 15th. Winter wreaths will be available at the office throughout the winter. Please remember all wreaths must be removed by April 1st or they will be removed by Cemetery personnel.

#### **8.0 SINGLE MONUMENT SECTION**

**8.1 Designated Location:** Range 2 Lots 17 - 27 are designated as the Single Monument Section. All by-laws of the Lakefield Cemetery apply to this area with the exception of memorialization.

**8.2 Memorialization in the Single Monument Section:** A single grave in this area can have either a flat marker maximum size of 12" x 30" (30 cm x 75 cm) or one upright Monument with a maximum base width of 12" x 30" ( 30 cm x 75 cm) and a maximum height of 36" ( 90 cm)

#### **9.0 SHARED MONUMENT SECTION**

**9.1 Designated Location:** Range 16 Graves 32—92 are designated as the Shared Monument Section. All by-laws of the Lakefield Cemetery apply to this area with the exception of memorialization.

**9.2 Memorialization in the Shared Monument Section:** Shared monuments shall be purchased from the Cemetery as the Cemetery holds deed to the other side of the monument until sold.

Those who purchased back to back lots in the Shared Monument section may use both sides of the monument. Others who purchase 2 lots side by side, may use one side only of the Shared Monument. The Interment Rights Holder(s) who purchased the lots on one side of the lot first, have the right to choose the colour and size of the monument.

Due to possible conflict, no floral saddles may be placed on shared monuments. All floral tributes should be kept to your own side of the monument.

#### **10.0 FLAT MARKER ONLY SECTION**

**10.1 Designated Location:** Ranges 11-15 and 17-19 Lots 32 - 92 are designated as the Flat Marker Only Section. All by-laws of the Lakefield Cemetery apply to this area with the exception of memorialization.

**10.2 Memorialization in the Flat Monument Section:** A single grave in this area is only allowed a flat marker up to a maximum size of 12" x 30" (30 cm x 75 cm) . If two graves are purchased in the flat marker area, one flat marker up to a maximum size of 12"x42: may be purchased and centered over the two graves.



**7.24 Delivery of Markers to the Cemetery:** Markers shall be delivered during regular working hours to the Cemetery service area as directed by the Cemetery.

Unless otherwise notified by the Cemetery, Markers shall not be delivered for the period December 15 through April 15 as weather does not permit their installation on the Lot or Grave.

If weather and ground conditions permit, installations will be made within 30 days after acceptance.

**7.25 Only One Marker to a Grave:** Each single lot may be marked on the ground with one flat marker plus one footstone or corner post.

**7.26 Size of Markers:** Markers or Footstones of bronze granite are permitted with size and quantity restrictions according to the section of the Cemetery and the regulations necessary as per the size of lot in that section. Its placement must not interfere with future interments.

3 ft wide Adult Grave - Marker shall not exceed 30.48cmx76.20cm (12"x 30")

6 ft wide Double Grave - Marker shall not exceed 30.48cmx107cm (12"x 42")

Any flat marker that exceeds the standard depth of 30.48 cm (12") can only be installed after a full interment has taken place.

**7.27 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 10.16 cm (4 in) and no greater than 15.24 cm (6 in) in thickness. Granite bases must be no less than 7.62 cm (3 in) and no greater than 15.24 cm (6 in) in thickness.

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

**7.28 Granite Markers:** Granite Markers, including footstones, shall not be less than 7.62 cm (3 in) or more than 15.24 cm (6 in) of uniform thickness throughout and must be sawn flat on bottom, top and sides.

**7.29 Grave Tablets:** No full grave tablets are to be placed on any lot.

## 5.0 ARTICLES PLACED ON LOTS

**5.1 General:** The Cemetery is committed to supporting a broad array of religious and ethnic preferences and is diligent to create a respectful and dignified resting place for the multi-cultural communities that we serve.

The Cemetery reserves the right to regulate the articles placed on a Lot or Graves that:

- prevent or interfere with Cemetery operations
- are not in keeping with the dignity and decorum of the Cemetery
- pose a threat to the safety of visitors to the Cemetery and Cemetery staff

**5.2 Prohibited Articles:** Nails, wires, wooden crosses, articles of glass or pottery or any other material which create a hazard to workmen and to visitors when neglected or broken are not allowed in the Cemetery at any time and will be removed and disposed of by the Cemetery without notification.

Lawn ornaments attract insects that can be hazardous to workers and interfere with grounds keeping operations and are not allowed in the Cemetery at any time and will be removed and disposed of by the Cemetery without notification.

**5.3 Flower Urns and Container Plantings:** Flower urns and container plantings are permitted on lots or graves provided they are placed on the ground close to the monument or marker and do not infringe on an adjacent lot or grave. All flower urns must be placed at the head of the grave so not to interfere with cemetery maintenance practices.

**5.4 Hanging Baskets:** Hanging baskets on non-corrosive metal rods are 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 or grave. Hanging baskets that have become unsightly will be removed and disposed of by the Cemetery without notification.

**5.5 Care of Flower Urns and Potted Plants:** Those who place flower urns and container plantings are responsible for their upkeep and must remove them by September 15.

Should any flower urn or container planting become unsightly, neglected or infringe on an adjacent lot or grave, it will be removed by the Cemetery and disposed of without notification.

**5.6 Cement Urns:** Cement urns are allowed to remain after September 15 by the Cemetery lot but must be placed upside down as close to the monument base as possible. The soil must be removed and not spread on the ground or placed into the garbage cans. Soil should be placed beside the garbage cans or taken home.

**5.7 Fresh Cut or Artificial Flowers:** Fresh cut or artificial flowers or potted plants must be placed on the ground close to the monument or marker, not infringe on an adjacent lot or grave and placed 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.

**5.8 Memorial Wreaths:** Wreaths, without glass or plastic covers, may be placed in the Cemetery only between October 15th and March 31st of each year. Wreaths must be securely fastened to the monument, or where there is no monument, mounted on a stand of at least 30 inches (75 cm) high and securely anchored to the ground.

Wreaths may be placed in the Cemetery on Decoration Day, but must be removed by the following Sunday.

In order to prepare the grounds for spring, wreaths must be removed prior to April 1st. Wreaths not removed by April 1st will be removed and disposed of by the Cemetery without notification.

**5.9 Floral Tributes on Shared Monument Section:** Floral tributes must only be placed on the face of the Shared Monument for which the tributes are intended. Out of respect for the feelings of others, floral saddles are not permitted on a Shared Monument.

**5.10 Borders, Fences and Walls:** In order to facilitate Cemetery maintenance and operations, borders, curb, coping, fences, railings, walls, ditches, hedges or other articles are not permitted to define the perimeter of a lot or grave and will be removed and disposed of by the Cemetery without notification.

**5.11 Candle Holders and Solar Lights:** Candle holders and solar lights placed in the Cemetery must be made principally of bronze, stainless steel or granite. If a translucent section is necessary, it must be made of an unbreakable plastic material which is fire resistant. A candle holder must be adequately drained to prevent any collection of water.

Candle holders and solar lights must also meet these minimum standards:

- Be a minimum of 12 inches (30 cm) in height to be clearly visible when placed beside a flat marker
- Made of solid construction, mounted on a non-corrosive metal rod extending from the bottom
- Not hooked from the top to a rod or stand or incorporated into a lawn ornament

A maximum of two candle holders and solar lights are permitted on lots or graves provided they are adjacent to and overhanging the memorial. Under no circumstances may candle holders and solar lights overhang or infringe on an adjacent lot or grave.

Candle holders and solar lights that have become unsightly will be removed and disposed of by the Cemetery without notification

**7.18 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.

**7.19 Pictures, Etchings and Photographs on 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.

**7.20 Statuary:** Statues of bronze, marble or granite are permitted on Monuments and must be securely attached. Statues may be placed only at the sides of a Monument on the base or in the centre in the case of two tablets on one base. The height of the statue shall not extend more than 6 inches above the top of the tablet.

**7.21 Candle Holders and Vases:** A maximum of two bronze, granite or stainless steel candle holders and vases may be attached to the Monument. If a translucent section is necessary, it must be made of an unbreakable, heat-resistant glass or of a fire-resistant plastic material, and must be installed a minimum separation of 2.54 cm. (1 in) from the Monument tablet. Candle holders must be fully enclosed on all sides by means of a door or lid.

### **C. Marker**

For the purpose of the By-laws, a Marker shall be understood to mean a permanent memorial of granite or bronze set flush with the surface of the ground, except where affixed to a columbarium niche or other structure or place intended for the deposit of human remains.

**7.22 Marker Materials:** All Markers must be made of bronze or granite material.

**7.23 Setting of Markers:** Flat Markers are to be flat on top and set level with the ground so that a lawnmower can pass safely over them. The marker shall be set by employees of the Cemetery at the expense of the Interment Rights Holder, upon payment of the fee provided in the rate of tariffs.

**7.13 Monument Foundations:** Concrete Monument Foundations are required to maintain the stability of all Monuments and shall be built by the Cemetery at the expense of the purchaser.

The charges for the construction of foundations are set forth in the price list

Concrete Monument Foundations are poured once a year, and must be ordered by September 15, or will be poured the following year. Any special directions must be received in writing by this date or placement of the foundation is left to the Cemetery's discretion.

**7.14 Monument Bases:** All tablets must be installed on a granite base. The height of the base shall be a minimum of 20.3 cm. (8 inches). The top surface of the base must be both wider and longer than the tablet in order to provide a minimum border of 7.6 cm. or 2 inches allowing the surface of the base to be exposed on all sides. The bottom of the base shall be smooth sawn.

The maximum width of a base is controlled by the width of the plot or lot where it will be installed. No base shall be closer than 7.6 cm. (3 inches) to the lot width side lines on which it is to be installed.

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 due to grass cutting is considered to be normal wear.

**7.15 Monument Tablets:** The minimum thickness of a tablet shall be 15.24 cm (6 inches). Should the monument exceed 100 cm (3 feet) overall height, the tablet must be 20.5 cm (8 inches) Neither the length nor width of the tablet and no part of a Monument may exceed the length or width of the Monument Base.

Unique designs for Monuments (including a boulder used as a memorial and memorial benches), which deviate from this By-law, must be submitted to and approved by the Cemetery.

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

**7.17 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 1.27 cm (0.5 in) in diameter. Dowels must be inserted not less than 15.24 cm (6 in) into the base and bottom of the Monument tablets. Dowel holes must be drilled no more than 0.64 cm (0.25 in) larger than the diameter of the dowel.

**5.12 Candles, Incense or Flammable Articles:** Lighted candles, incense, or other flammable articles may be placed on a lot or grave 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.

**5.13 Responsibility for Articles:** Articles placed on Graves, Lots or Columbarium Niches 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 or Graves 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 during the winter months.

## 6.0 BURIALS AND REMOVALS

### 6.1 Authorization, Information and Documents Required for a Burial:

**Permission of Interment Rights Holder:** Interment Rights Holder(s) must provide direction and authorization prior to a Burial or Inurnment taking place. Should the Interment Rights Holder be the deceased, direction must be provided by the next of kin or estate executor. When Interment Rights in a Lot is held jointly by two or more persons, the order must be approved by all of them or their authorized representatives unless otherwise stipulated, for interment in such part of the plot as may be requested.

The Cemetery will accept telephone, facsimile, written or e-mail authorization for Burial or Inurnment. The Cemetery will not be held responsible for errors made for arrangements over the telephone. All arrangements should be made in writing.

**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 of human remains, a written statement providing such information as may be required by the Cemetery must be submitted to the Cemetery office so that an accurate register may be kept in accordance with provincial legislation.

**Payment:** No interment shall be permitted in any Lot or Niche where the Interment Rights have not been paid in full. Persons requesting burials in Lots or Plots shall be held responsible for charges incurred. Payment must be made to the Cemetery before a Burial may take place.

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

**6.2 Notice Required:** Notice of each interment to be made shall be given at least 24 hours in advance, 8 hours of which must be regular working hours. The Cemetery cannot be held responsible for having lots prepared for funerals unless such notice is given.

**7.6 Installation of Memorials:** Every marker, monument or bronze vase must be either installed by an employee of the Cemetery or supervised by an employee to ensure placement is correct and done to the specified requirements pertaining to the case.

**7.7 Arrears:** No monument, marker or other structure shall be erected or permitted on a lot until accrued charges have been paid in full.

**7.8 Liability for Loss or Damage:** The Cemetery assumes no liability or responsibility for the loss of, or damage to, any Grave, Lot, Columbarium Niche, Monument, Marker or article that may be placed on an Interment Right save and except as noted below.

The Cemetery only assumes liability if, during the course of performing routine Cemetery operations, the Cemetery or its employees should cause damage to any Grave, Lot, Columbarium Niche, Monument, Marker. The liability shall be limited to the extent of the damage caused, and the Cemetery shall make a reasonable effort to correct the damage.

### B. Monument

For the purpose of the By-laws, a Monument shall be understood to mean any permanent memorial projecting above ground level.

**7.9 Delivery of Monuments to the Cemetery:** Monuments shall be erected only after the prescribed amount for the Care & Maintenance Fund and the foundation has been paid, and a completed Request for Installation form has been approved by the Cemetery.

The Monument shall be delivered and erected on the designated lot as directed by the Cemetery

**7.10 Material of Monuments:** All Monuments shall be constructed of granite and/or bronze material.

**7.11 Only One Monument to a Lot:** The Cemetery reserves the right to determine the maximum size of monuments, their number and their location on each lot or plot. They must not be of such a size that they would interfere with any future interments.

Only one Monument shall be erected on a double lot where permitted. A double lot is also restricted to the placement of either 2 footstones or 2 corner posts, in addition to the Monument, due to the work involved to keep them level.

Monuments may only be erected on lots designated for Monuments and not in any area designated for "Flat Markers Only"

**7.12 Monument Location:** Monuments shall be centered at the head of the lot (west side). When adjoining plots are owned and both sides of the Monument are to be used, the Monument is allowed to be centered between the head of a lot and the foot of the adjoining lot.

A monument is not to be placed "Back-to-back" against another Monument.

## 7.0 MEMORIALIZATION

Lakefield Cemetery can meet all of your memorialization needs and will work with you to ensure that your memorial truly reflects the memory and personality of the individual to be remembered

### A. General

**7.1 Unstable Memorials:** Should any memorial 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 any other remedy to remove the risk.

**7.2 Removal of Memorials:** Monuments purchased by anyone other than the Interment Rights Holders may be removed by the Cemetery upon the written request of the Interment Rights Holders. The Cemetery reserves the right to remove at its sole discretion any Marker or Monument which is not in keeping with the dignity and decorum of the Cemetery.

Book, Bevel and Pillow markers are not permitted on a lot or grave and will be removed and disposed of by the Cemetery without notification.

No monument, footstone, marker or memorial of any kind shall be placed, moved, altered or removed without permission from the Cemetery.

**7.3 Moving Corner Posts or Number Markers:** Only the Cemetery or person(s) authorized by the Cemetery may move corner posts or number Markers.

**7.4 Delivery of Monuments and Markers to the Cemetery:** No monument or marker will be delivered to the Cemetery without payment of the prescribed amount for the Care & Maintenance Fund and a completed Request for Installation form containing the following information:

1. The Interment Rights owners name & address
2. Instructions for placement of the marker or monument
3. The dimensions in the case of a flat marker
4. In the case of a monument:
  - The dimensions of the die, height, width, length
  - The dimensions of the base, height, width, length
  - The overall size of the monument
  - A description of the monument colour and design

**7.5 Inscription Rights on Memorials Owned by the Cemetery:** 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. Please consult the Cemetery office for additional information.

**6.3 Opening and Closing of Lots:** No lot or niche shall be opened for interment or disinterment by any person not in the employ of the Cemetery under any circumstances.

The opening of a grave for burial necessitates the temporary mounding of earth on adjacent lots. The Cemetery reserves the right to determine the location for the temporary mound and will make reasonable efforts to restore adjacent lots to their original condition as soon as possible following the closing of the 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.

To ensure safe conditions are maintained at all times, families wishing to witness the closing of a Lot or Grave shall remain a minimum of 10 metres from the open Grave.

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's control, a Burial cannot be made at the scheduled time, the Cemetery reserves the right to establish a temporary set up, and the Burial shall be completed as soon as possible at a later time.

**6.4 Floral Tokens from Funeral Services:** Floral tokens from services will remain on the Lot or Grave for a minimum of five (5) days and will be removed at any time thereafter and disposed of by the Cemetery. Flowers may be removed earlier than the 5 day period if a neighboring grave must be opened for an interment.

**6.5 Number of Burials:** Not more than one burial shall be made in any single grave except:

- In areas designated for double depth burial. The first interment must be made at the lower level
- The cremated remains of four persons may be placed in a single grave or one full interment followed by 3 cremation interments
- An infant container having the dimension of 60.96 cm x 30.48cm (24" x 12") may be interred at the head of a single grave in which only a casket containing human remains has been buried

**6.6 Closed Caskets or Containers:** Remains to be buried in a grave must be enclosed in a container, sealed securely, and of sufficient strength to permit burial with the container remaining intact. The container must be of a size to permit burial within the size of the lot.

Under no circumstances may an employee of the Cemetery open or close a casket or container.

In the case of cremated remains, remains must be delivered to the Cemetery for Burial in a closed cremation urn or container, and the cremated remains will be buried in such cremation urn or container.

**6.7 Scattering Cremated Remains:** Cremated remains may be scattered in the designated scattering area, only under the direction of the Cemetery.

Cremated Remains that are scattered in the designated scattering garden cannot be retrieved.

The scattering of cremated remains within the Cemetery without authorization from the Cemetery is prohibited. If it is possible to identify the remains, the crematorium that performed the cremation will be contacted to provide the contact information of the Applicant. A minimum fee of \$1000 will be charged to the Applicant for retrieval of the cremated remains and cleanup of the area involved.

**6.8 Contagious Diseases:** It is a legal requirement that the Cemetery be notified 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 removed 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.

**6.9 Pets or Other Animals:** Only human remains shall be buried in the Cemetery.

**6.10 Burial, Removal, Scattering and Inurnment Fees:** The corresponding fee for Burial, Removal, Scattering or Inurnment includes the opening and closing of the lot or niche or the preparation and cleanup of the area for scattering, and recording the required information into the Cemetery records. The scale of fees for the opening and closing is based on the size of the lot and labour involved.

Extra charges are included in the price list for:

- Saturday, Sunday and Holiday interments
- Double depth interments where allowed
- Funerals entering the Cemetery gate after 4:00 p.m.

**6.11 Funeral Processions and Graveside Services:** Funeral corteges within the Cemetery shall follow the route indicated by the Cemetery. The manager of the Cemetery, his assistant or other Cemetery employee shall be in attendance at each interment.

**6.12 Requirements for Removal of Caskets, Containers or Cremated Remains:** 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.

No person shall remove human remains from the Cemetery without confirmation that the Act and the regulations have been complied with, and a certificate from the Medical Officer of Health is affixed to the container. A certificate from the local medical officer of health is not required for the Removal of cremated remains.

A burial certificate under the Vital Statistics Act is not required to re-inter human remains that have been disinterred in accordance with the Act.

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

The Cemetery will only uncover the casket or container and is not responsible for damage to any casket or container which occurs during the course of the Removal. A new casket or container may be required to facilitate a Removal at the expense of the party authorizing the removal.

The Cemetery will not be responsible for damage to any cremation urn or cremation outer container which occurs during the course of the Removal. 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 removal.

Removals 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 born by the party authorizing the Removal. Under no circumstances can a used casket be directed to a crematorium for disposal.

The Cemetery reserves the right to disallow any witnessing of the Removal if it feels at its sole discretion that the health or safety of anyone present may be at risk.

**6.13 Liability for Loss or Damage:** The Cemetery reserves the right, at its cost, to correct any error that may be made by it while doing interments or in the description of the lot or transfer or conveyance of any Interment Rights either to cancel such grant and substitute and grant in lieu thereof other Interment Rights or a lot of equal value and similar location as far as is reasonably possible and as may be selected by the Cemetery, or refund all money paid on account of such purchase. Notice will be given personally to the Interment Rights owners, or may be mailed to the Interment Rights owners or their legal representatives, at their last appearing address on the record books of the Cemetery. In the event any such error may involve the disinterment of remains, the Cemetery shall first obtain the approval of any regulatory authority and the Interment Rights Holder.