

**Lakefield Cemetery & Crematorium Inc.**  
**Cemetery & Crematorium By-laws**  
**Approved: April 15, 2025**

**Lakefield Cemetery & Crematorium Inc.**

**License: CM-2020039 & CR-2020091**

**1262 Buckhorn Road**

**Lakefield, Ontario K0L 2H0**

**[www.lakefieldcemetery.com](http://www.lakefieldcemetery.com)**

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## Forward

This booklet contains the operating By-laws (hereinafter referred to as “By-laws”) of Lakefield Cemetery & Crematorium Inc.-Licensed Operator (hereinafter referred to as “Cemetery”). They are in compliance with the Funeral, Burial and Cremation Services Act, 2002 (FBCSA), Ontario Regulation 30/11 (O. Reg. 30/11) and Ontario Regulation 184/12 (O. Reg. 184/12), and have been approved by the Registrar, FBCSA, Bereavement Authority of Ontario (BAO) (“the Registrar”).

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

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

**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:** The FBCSA, O. Reg. 30/11 and O. Reg. 184/12 require that an amount of money, that is the greater of a minimum prescribed amount and a percentage of the purchase price (excluding tax) of all interment and scattering rights sold, transferred or assigned; and prescribed amounts for monuments and markers, be contributed into the operator’s care and maintenance trust fund. If no scattering rights are sold but scattering is permitted, a prescribed minimum amount must be contributed to the fund when the scattering is conducted. Interest earned from this Care and Maintenance Fund is used to cover the costs of care and maintenance of the cemetery, including markers and monuments, in perpetuity.

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

**Contract:** A written contract between the cemetery operator and the purchaser of interment or scattering rights or other cemetery supplies and services. Purchasers shall receive a copy of the signed contract detailing the obligations of both parties and acknowledging 1. Receipt of the cemetery by-laws, 2. A copy of the BAO’s

publication A Guide to Death Care in Ontario (“Consumer Information Guide”) and 3. The operator’s current price list.

**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:** 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.

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

**Entombment (Inurnment):** 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 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, and memorialization options.

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

**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 grave, lot or niche not owned by them. A copy of the form or letter must be delivered to the cemetery prior to any interments taking place.

**Lot:** Any interment right (adult, child or cremation) 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 a feature adjacent to the grave.

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

**Memorials:** All markers or monuments, or columbarium niche 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 122cm (4 feet) in depth.

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

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

**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.

**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.

**Office Hours:** The Cemetery Office is located at the North end of the property and is generally open Monday to Friday from 8:00 a.m. to 4:30 p.m. (excluding statutory holidays).

**Burial Hours:** Burials will be carried out between the hours of 9:00am and 3:45pm Monday through Friday (excluding statutory holidays). Additional service charges will apply for burials arriving at the Cemetery after 3:45 p.m. Special arrangements can be made with the Cemetery office for Burials on weekends or holidays subject to staff availability.

In case of extreme weather conditions or where a request for a burial exceeds the Cemetery's resource 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 Management

Management and direction are entrusted to an elected Board of Directors that govern, without remuneration, the care and upkeep of the Cemetery, supervised by the General Manager.

### 1.3 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 of less than 20km/hr. At no time shall such vehicles drive or park 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.
- **Children:** Children under 12 years of age must be supervised by an adult
- **Dogs:** Dogs on leashes are permitted on Cemetery roadways and hardscape. We ask that all dog 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.
- **Photographing, Filing or Videotaping:** Photographing, filming or videotaping of any part of the Cemetery may only take place with the prior written approval of the Cemetery.

- **Rollerblades and Skateboards:** The use of rollerblades 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 of less than 15km/hour. Bicycle speed training and racing is strictly prohibited.
- **Snowmobiles, Dirt Bikes, All Terrain Vehicles:** The use of any of these devices or similar type of wheeled conveyance within the Cemetery is prohibited, with the exception of assistive devices required for accessibility.

#### 1.4 **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 5.10).

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.

#### 1.5 **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.

#### 1.6 **By-law Amendments**

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 and Procurement.

#### 1.7 **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 and consent from the Registrar, FBCSA, BAO, where necessary.

- To resurvey, enlarge, construct a building or structure, alter and/or diminish all or any portion of the Cemetery.
- To layout, 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.

## **1.8 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, 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, 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 or niche, the Cemetery pending notification of the Medical Officer of Health, as necessary, and approval of the 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 or niche of equal value and similar location as may be substituted and granted in lieu thereof.

## **1.9 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 Lakefield Cemetery & Crematorium Inc. 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.

An Interment Rights Holder may file written designation naming a person who may be interred or entombed in the lot or niche registered in his/her name, and unless countermanded in writing, interments will be permitted in accordance with such designation. In the absence of any written designation on file, a request for the interment of any persons other than the Interment Rights Holder shall be made in writing by the Interment Rights Holder.



In the event that Interment Rights are recorded in the names of more than one person, such persons shall be deemed to be joint tenants of the Interment Rights with full right of survivorship, with the intent that the interest of any such person shall, upon such person's death, pass automatically by operation of law to the other Interment Rights Holder(s).

In determining the status or authority of any person to act as a Personal Representative of a deceased Interment Rights Holder, or the right or claim of any person to be an Interment Rights Holder, or the authority of any other person to deal with or provide direction to the Cemetery in respect of any matter relating to Interment Rights, a grave, lot, niche, marker, monument or any other matter or thing to which these By-laws relate, the Cemetery shall be entitled to require the production of certified or notarized copies of such wills, codicils, supporting affidavits, or other documents as the Cemetery, in its sole discretion, deems to be necessary or advisable in the circumstances.

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

Within thirty (30) days of signing the Interment 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 the return of the Interment Rights Certificate, within 30 days of receiving said notice. No administrative fee will be charged.

However, if any portion of the interment rights purchased in this contract have been exercised, the contract is deemed to have been fulfilled and the rights holder no longer has the right to cancel the contract and receive a refund for the rights purchased.

## **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 the 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.

The rights holder has the right to sell their interment rights to a third-party before the rights are exercised, at an amount that is no greater than the price of those rights as indicated on the cemetery's current price list at the time of resale. Before reselling the rights, the rights holder may submit a written request to inquire whether the Cemetery is willing to repurchase the rights at a negotiated price, minus the portion of the purchase price contributed to the irrevocable Care and Maintenance Fund, up to a maximum amount listed on the current price list. This applies to all purchases that were made before this Act came into being.

The Interment Rights Holder(s) may submit a written request that the Cemetery repurchase any 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 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(s) in any twelve month period.

The Cemetery, after receiving a request to repurchase shall issue a refund within thirty (30) 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.

## **2.4 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, 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 portion of the cremated remains scattering fee, and a prescribed amount for all 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 Right**

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 Document is required to be completed in full.
- b) 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 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.
- c) The third-party transferee must complete and sign the Acknowledgment 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)
- d) 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 certificate in accordance with the price listed on the current Cemetery Price List.
- e) 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)
- f) Following the 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 Service Act, 2002*, Ontario Regulation 30/11, and the Cemetery By-laws.

## 2.9 Administration Fee for Resale or Transfer

In the case of a resale or transfer of rights, an administration fee applies for the cemetery operator to issue a new rights certificate to the third-party purchaser or transferee, as applicable. The fee, which is set out on the cemetery price list, is also charged for replacement of lost or damaged certificates.

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

### **3.1 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-leveling and seeding of lots and graves
- Maintenance of cemetery roads, sewers and water systems
- Maintenance of perimeter walls and fences
- Maintenance of cemetery landscaping
- Maintenance of 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.

Cleaning memorials, the preparation or care of flower urns, raising footstones or corner posts and other special services are not covered by income from the Care and Maintenance Fund, for which a reasonable charge is made. Complete information and estimates may be obtained from the Cemetery office.

### **3.2 Planting Restrictions**

Flower beds and in-ground plantings of any kind on a grave or lot are not permitted. Plants must be placed in a container, subject to these By-laws.

Flower beds, trees and shrubs on the Cemetery grounds are to be planted and maintained by Cemetery staff only.

### **3.3 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.

### **3.4 Rubbish**

The Cemetery provides containers that are to be used strictly for Cemetery waste material generated from the maintenance and decoration of lots. It is not permissible to dispose of any other waste material on Cemetery property and such unauthorized disposal is subject to fines under the municipal by-law.

### **3.5 Watering Restrictions**

For purposes of water conservation and lack of Municipal water source, watering done by the Cemetery of newly seeded lots will be done at their sole discretion.

### **3.6 Pesticides**

Pesticide use is prohibited within any grave or lot.

## **4.0 Articles Placed on Lots and Graves**

### **4.1 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 at the head of the lot or grave.

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 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 glass (excludes glass attached to monuments), ceramics, or corrosive metals
- Trellises and 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.

### **4.2 Responsibility for Articles**

Articles placed on lots, graves, scattering grounds, 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 with 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 sentimental value not be left at the interment right.

### **4.3 Flower Urns and Container Plantings**

Flower urns and container plantings are permitted on lots or graves between April 1<sup>st</sup> and October 31<sup>st</sup> provided they are placed on the ground, at the head of the grave or lot, close to the monument or marker and do not infringe on an adjacent lot or grave.

Cement flower urns are allowed to remain on a lot or grave after October 31<sup>st</sup> but they must be placed upside down as close to the monument as possible.

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.

#### **4.4 Hanging Baskets**

Two hanging baskets on a non-corrosive metal rod 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, grave or scattering ground. Hanging baskets that become unsightly will be removed and disposed of by the Cemetery without notification.

#### **4.5 Fresh Cut or Artificial Flowers**

Fresh cut flowers or potted plants must be placed at the head of the lot or grave 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.

Monument saddles may stay on top of upright monuments year round.

#### **4.6 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.

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

#### **4.7 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. Floral saddles are not permitted on a Shared Monument.

#### **4.8 Borders, Fences and Walls**

In order to facilitate Cemetery maintenance and operations, borders, curb, coping, fences, railings, walls, ditches, hedges and 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.

#### **4.9 Candles, Incense and 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.

## **5.0 Burials, Removals and Scattering of Cremated Remains**

### **5.1 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.

**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, or entombment taking place. Should the Interment Rights Holder(s) 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 Interment must be approved by all Interment Rights Holders or their authorized representatives unless otherwise stipulated.

**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 of cremated remains or before or scattering of cremated remains may take place.

**Payment:** Payment must be made to the Cemetery before a burial may take place. No interment shall be permitted in any grave, lot or niche where the Interment Rights have not been paid in full.

**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.

**Authorization of Cemetery:** Cremated remains may be scattered in Scattering Gardens only under the direction of the Cemetery.

**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. It should be noted during extreme weather conditions or disposition volume this notice period requirement may need to be extended. Before a disinterment, five (5) regular working days notice is required or as weather and ground conditions permit for the safety of employees.

### **5.2 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 meters 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.

### **5.3 Number of Burials**

Not more than one interment shall be made in any single grave except:

- a) In areas designated for double depth interment, two (2) casket interments may be made. The first interment **MUST** be made at the lower level
- b) Or; the cremated remains of two persons or an infant container having the dimensions of 76.2cm x 30.5cm (30"x12") may be interred at the head of a single grave in which only a casket containing human remains has been or may be interred
- c) Or; the cremated remains of three persons may be interred at the head of a single grave in which only a casket containing human remains has been or may be interred
- d) Or; If there are no casket interments in a grave, a maximum of four (4) cremated remains are permitted to be interred into a single depth grave.

Where urns are interred prior to the 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. The cemetery operator is not responsible if there is an issue or failure with the urn or container and there is a leakage of the cremated remains which may not be recoverable.

### **5.4 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 5.3, the Interment Rights Holder(s) may request additional interments up to the maximum permitted in Section 5.3 and the Cemetery may grant such request in its sole and absolute discretion.

### **5.5 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 the 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.



## **5.6 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. All vaults need to be set up and serviced by the supplier of the vault under the supervision of the Cemetery.

## **5.7 Scattering Cremated Remains**

Cremated remains may be scattered in a designated scattering ground within the Cemetery, only under the direction of the Cemetery. Cremated remains are not permitted to be scattered on the surface of a grave or lot. A contract and payment of the requisite scattering fee must be completed at the Cemetery office before the scattering of cremated/hydrolyzed remains may take place. 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 contact information of the Applicant. A minimum fee of \$1000 will be charged to the Applicant for the retrieval of the cremated remains and cleanup of the area involved.

## **5.8 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.

## **5.9 Retrieval of Scattered Cremated Remains**

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

## **5.10 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. Disinterments may be ordered by certain public health officials without the consent of the Interment Rights Holder(s) and/or next of kin.

Notification with the local Medical Officer of Health may occur before a disinterment of casketed human remains may take place.

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 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 a 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.

## **5.11 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 a person 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.

## **5.12 Pets or Other Animals**

Only human remains shall be buried or entombed in the Cemetery with the exception of Combined Human and Pet Areas as defined in By-law 17.0.

## **6.0 Memorialization**

### **[A] General**

#### **6.1 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 so as to remove the risk.

#### **6.2 Removal of Memorials**

The Cemetery may remove a marker and/or monument from any lot or grave, or an inscription from a columbarium niche 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.

Book, bevel or pillow markers are not permitted on a grave or lot 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.

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

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

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

The Cemetery requires written consent of the Interment Rights Holder(s) and an Application 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 vulgar language, use sexually explicit images, or text or contravene applicable law will not be approved by the Cemetery.

### **6.5 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. Please consult the Cemetery office for additional information.

### **6.6 Installation of Memorials**

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

### **6.7 Arrears**

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

## **[B] Monument**

### **6.8 Approval of Monument Design**

A monument, 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 an approved by the Cemetery.

A memorial layout and memorial application form 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 (including boulder and memorial benches), 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.

## **6.9 Material and Finish of Monuments**

All monuments shall be constructed of granite and/or bronze material unless otherwise approved in Section 6.8.

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

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

Monuments may only be erected on lots designated for Monuments and not in any area designated 'Flat marker only'.

One footstone of a maximum size of 30"x12" may be placed on each grave farthest from the monument.

## **6.11 Monument Location**

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

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

## **6.12 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 favorable. Foundations ordered prior to September 15<sup>th</sup> during the calendar year will be completed within the calendar year.

During the course of care and maintenance of foundations erected prior to the establishment of the monument care and maintenance fund, the Cemetery may replace existing, failing foundations with 'Monu-grid'.

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

No monument shall be delivered to the Cemetery for installation until the prescribed amount for the Care & Maintenance Fund and the foundation has been paid, and an Application 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.

Unless otherwise notified by the Cemetery, monuments shall not be delivered for the period of December 15<sup>th</sup> through April 1<sup>st</sup> as weather does not permit their installation on the lot.

## **6.14 Monument Bases**

All monument tablets must be installed on a granite base. The height of the base shall be a minimum of 20.3cm (8 inches).

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 be closer than 7.6cm (3 inches) to the lot width side lines on which it is to be installed.

The top surface of the base must be both wider and longer than the tablet in order to provide a minimum border of 5.08cm or 2 inches allowing the surface of the base to be exposed on all sides.

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.

#### **6.15 Monument Tablets**

The minimum thickness of a monument tablet is 15.24 cm (6 inches). For monuments which exceed 89 cm (35 inches) in overall height the tablet must be 20.5cm (8 inches). For monuments which exceed 1.07m (42 inches) in overall height the thickness of the monument tablet must increase 2.54cm (1 inch) for every 30.48cm (12 inches) (or fraction thereof) that the overall height of the monument exceeds 1.07m (42 inches).

A tolerance of 0.64cm (1/4 inch) may be permitted over or under the approved specified dimensions.

Neither the length nor the width of the tablet and no part of a Monument may exceed the length or width of the Monument Base.

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

#### **6.16 Free-Standing Crosses or Pillar Style Monuments**

Free-standing crosses or pillar style monuments up to a height of 1.07m (42 inches) must be a minimum thickness of 20.32cm (8 inches). Any cross or pillar over this height must increase in thickness by 2.54cm (1 inch) for every 30.48cm (1 foot) or fraction thereof over 1.07m (42 inches). The base of the vertical shaft must not be less than 20.32cm (8 inches) in width. The cross or pillar may taper to a minimum width of 15.24cm (6 inches) at the top. The arms of a cross must be a minimum of 15.24cm (6 inches) in width. The cross must be adequately dowelled to the monument. These guidelines refer to the cross portion of the monument only.

#### **6.17 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 structure is of sufficient area in relation to its height. Dowels must be of a non-corrosive material not less than 1.27cm (0.5 inches) in diameter. Dowels must be inserted not less than 15.24cm (6 inches) into the base and bottom of the monument tablet. Dowel holes must be drilled no more than 0.64cm (0.25 inches) larger than the diameter of the dowel.

#### **6.18 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.

#### **6.19 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 a 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 responsibility or liability for the picture, photograph, or monument should a picture or photograph become lost, faded, cracked, damaged, or need to be removed.

#### **6.20 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.

#### **6.21 Vertical Joints**

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

#### **6.22 Candle Holders and Vases**

A maximum of three (3) 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 2.54cm (1 inch) 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**

#### **6.23 Marker Materials**

All markers must be made of bronze or granite material.

#### **6.24 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.

#### **6.25 Setting of Markers**

All markers shall be set flush 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 Purchaser and with the permission of the Interment Rights Holders.

#### **6.26 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 of 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 or emblems.

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

## **6.27 Size of Markers**

Markers or footstones of bronze or 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.

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

- Adult Grave-shall not exceed 14"x30" (30cmx75cm)
- Infant Grave-shall not exceed 10"x16" (25cm x 41cm)

## **6.28 Bronze Marker Bases**

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

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

## **6.29 Granite Markers**

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

## **6.30 Grave Tablets**

No full grave tablets are to be placed on any grave.

# **7.0 Single Monument Section**

## **7.1 Designated Location**

Range 2 Lots 17-22A and Range 1 Lots 23-28A are designated as the Single Monument Section. All By-laws of the Lakefield Cemetery apply to this area with the exception of memorialization.

## **7.2 Memorialization in the Single Monument Section**

A single grave in this area can have either a flat marker maximum size 14"x30" (36cm x 75cm) or one upright monument with a maximum base width of 12"x30" (30cm x 75cm) and a maximum height of 35" (90cm).

Graves in the Single Monument Section may also have one footstone of a maximum size of 30"x12" may be placed farthest from the monument.

# **8.0 Shared Monument Section**

## **8.1 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.

## **8.2 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 color and size of the monument.

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**

### **9.1 Designated Location**

Ranges 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.

### **9.2 Memorialization in the Flat Marker Section**

A single grave in this area is only allowed a flat marker up to a maximum size of 14"x30" (35cmx75cm) at the head of the grave. If two graves are purchased in the flat marker area, one flat marker up to a maximum of 14"x42" (35cmx 107cm) may be centered over the head of the two graves.

Graves in the Flat Marker Section may also have one footstone of a maximum size of 30"x12" may be placed farthest from the monument.

## **10.0 Sunset Meadow Section**

### **10.1 Designated Location**

Ranges 20-26 Graves 158-311. All lots are 1.0mx 3.0m in size. All By-laws of the Lakefield Cemetery apply to this area with the exception of memorialization.

### **10.2 Memorialization in the Sunset Meadow Section**

A single grave in this area can have either one flat marker maximum size of 14"x30" (35cmx75cm) or one upright monument with a maximum base width of 14"x30" (35cmx75cm) and a maximum height of 42" (107cm) with an 8" (20cm) tablet in the designated monument/marker space. As well as one footstone with a maximum Monuments below 36" (90cm) overall height may have a 6" (15cm) tablet.

Graves in the Sunset Monument Section may also have one footstone of a maximum size of 30"x12" may be placed farthest from the monument.



## **11.0 Cremations Graves**

### **11.1 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.

### **11.2 Range 11 Cremation Graves**

16"x16" (40cmx40cm) graves are for one or two urns. The maximum size of the memorial that can be purchased for this lot is 12"x12" (30cmx30cm) in either barre or stanstead grey granite.

### **11.3 Pond Garden Cremation Graves**

18"x18" graves 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 flat marker for this lot that can be purchased is 12"x15" (30cmx37.5cm).

### **11.4 Range 17 Quad Cremation Graves**

1mx1m graves are for 1-4 urns. The maximum size marker for this lot is 14"x30" (35cmx75cm).

### **11.5 Sunset Meadow Quad Cremation Graves**

1 meter x 1 meter graves are for 1-4 urns. The maximum size of flat marker for this grave is 14"x30" (35cmx75cm).

## **12.0 Garden of Memories & Sunset Meadow Scattering Gardens**

### **12.1 Scattering Cremated Remains**

As a requirement under provincial legislation, a portion of the scattering fees is contributed into the Care and Maintenance Fund.

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

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

### **12.2 Memorialization**

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

### **12.3 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 scattering gardens and will be removed and disposed of by the Cemetery without notification.

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

## **13.0 Columbarium Niches**

### **13.1 General**

The number of cremated remains to be placed in each niche is determined by the urn size and the niche dimensions and in accordance with the designated policy of each columbarium.

Each niche is typically designed to accommodate 1 or 2 urns of human cremated remains.

### **13.2 Documents Required for Entombment**

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

### **13.3 Payment**

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

### **13.4 Sealing After Entombment**

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

### **13.5 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 Cemetery shall remove or alter niche fronts.

### **13.6 Floral Tributes from Funeral Services**

Floral tributes from services may be placed in a designated area and will be removed and disposed of five (5) days after the service.

### **13.7 Floral Tributes in 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.

### **13.8 Articles Not Permitted**

Pedestals, urns, candles, vesper lights, articles of 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.

### **13.9 Ceramic Pictures**

Ceramic pictures are permitted and must conform to the design, material and standards of the columbaria.

Ceramic pictures, not exceeding 3.125"x3.875" (8cmx10cm), in oval shape, together with a bronze-material frame will be permitted only on Structure 1 and 2 niches.

Ceramic pictures, not exceeding 2.375"x3.125" (6cmx8cm), in oval shape, together with a bronze-material frame will be permitted only on Structure 3 niches.

Please check with the Cemetery office to determine the size and placement of ceramic pictures permitted.

## **14.0 Maple Glen Columbarium Niches**

### **14.1 General**

Each Niche is designed to accommodate 1 or 2 urns of human cremated remains.

Niches vases are not permitted.

### **14.2 Round Centre Structure**

#### **Regular Size Niches**

Niches in Section B, D, G and H have interior dimensions of 12x12x12 inches (30cmx30cmx30xcm). Each niche is allowed a maximum of 2 urns.

#### **Oversize Niches**

Niches in section A,C,E and F have interior dimensions of 12x12x16 inches (30cmx30cmx40cm). These niches allow for the use of larger urns, but each niche is allowed maximum of 2 urns.

### **14.3 Curved Structures**

All curved columbaria will be built as required.

#### **Structure 1**

All niches have an interior dimension of 12x12x14 inches (30cmx30cmx35cm). Each niche is allowed a maximum of 2 urns.

### **14.4 Ceramic Pictures**

Ceramic pictures are permitted and must conform to the design, material and standards of the columbaria.

Ceramic pictures, not exceeding 2.625"x3.375" (6.7cmx8.6cm), in oval shape, together with a bronze-material frame will be permitted only on Maple Glen niches.

Please check with the Cemetery office to determine the size and placement of ceramic pictures permitted.

## **15.0 Contractors**

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

Any contract work to be performed on a lot, grave, or niche 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.

### **15.2 Permission to Perform Contract Work**

Contractors employed to erect a memorial, or structure 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 or niche 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.

### **15.3 Compliance with Legislation**

Any person, firm, or corporation (“Contractors”) performing any work in the Cemetery must comply with all applicable legislation including without limitation: Worker’s 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.

### **15.4 Cemetery By-laws Apply**

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

### **15.5 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.

### **15.6 Contractors Hours of Work**

Contractors will be permitted to complete their work during the following hours: 8:00am to 4:30pm Monday to Friday. Contractors are not permitted to work within the Cemetery during evenings, weekends or statutory holidays

## **15.7 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.

## **15.8 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.

## **15.9 Heavy Loads**

Heavy loads shall not be permitted in the Cemetery when the roads are in unfit condition.

## **16.0 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 the 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**

#### **16.1 Designated Area**

Range 27-33 Graves 103-147 are designated as the Natural Burial Area. All lots are 1.0m x 3.0m in size.

#### **16.2 Number of Burials**

A maximum of one (1) casket and one (1) cremated remains or two (2) cremated remains may be buried in each grave. The casket burial will be performed at standard depth only.

#### **16.3 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 fibre. All shrouds must be accompanied by a biodegradable 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 5.5).

- Free of non-biodegradable resins, glues or bonding agents
- Composed of interior finishing fabricated from biodegradable fibres or materials
- Free from high gloss finish lacquers, paints or prepared surfaces that are non-biodegradable
- Free of an interior liner, bag or wrapping that is fabricated from a non-biodegradable material
- Free of any memento, article or personal belonging that is composed of non-biodegradable materials

#### **16.4 Outer Containers**

Concrete vaults, metal vaults, or other outer containers will not be permitted in Natural Burial Areas. (This By-law supersedes By-law 5.6).

#### **16.5 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 5.8).

Lakefield Cemetery & Crematorium Inc. shall have no obligation to recover remains unless ordered by the provisions of legislation, regulation or court document. In the case of the Cemetery being ordered to recover human remains or cremated human remains, the General Manager will hold the authorizing party accountable for all fees associated with the removal.

#### **16.6 Preparation of 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.

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

In addition to the parameters stated in By-law 3.1 in order to preserve and enhance the natural environment, regular grass cutting and weeding will not be provided or permitted within the Natural Burial Areas. The wildflower mix may be mowed, or a prescribed burn may be implemented, to control the invasion of non-native species and promote the health of native species. The site will be left to naturally evolve and develop minimum disturbances. Native trees and shrubs may be planted at the discretion of the General Manager. No watering or fertilizing will take place of the seeded areas. The General Manager will have the ultimate authority to manage, maintain and alter the interment areas and pathways at his/her sole discretion. Cemetery staff retains the right to limit access to pedestrians or vehicles into the Natural Burial Area in keeping of the environmental sensitivities within the site.

#### **16.8 Planting Restrictions**

Live or artificial plants of any kind are prohibited to be placed on the graves within the Natural Burial Area.

#### **16.9 Tributes of Remembrance**

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

#### **16.10 Memorialization**

To preserve the natural surroundings only one (1) naturally occurring, local granite boulder of not more than 360 square inches may be inscribed and used to mark a single grave in the Natural Burial Area. The boulder must be placed at the head of the grave in the designated monument space.

Where an interment is made in the Natural Burial Area there is no obligation to have a memorial.

No memorials shall be installed on a grave until:

- a) After its design, dimensions, material and construction are submitted to and approved by the Cemetery
- b) All outstanding indebtedness to the Cemetery relating to the lot, interment and the boulder costs have been paid in full

#### **16.11 Grave Excavation and Preparation**

Only Cemetery personnel or Contractors directed by the General Manager may excavate and prepare a Natural Burial grave or lot for an interment. The Cemetery shall have the right to utilize such equipment and graveside dressings as is deemed necessary to protect the safety of persons attending an interment service and Cemetery personnel, and to permit the safe and dignified interment of human remains into a lot.

Cemetery personnel will take all reasonable precautions to open the grave in the least disturbing manner to the surrounding environment. Graves will not be dressed with decorative cemetery greens unless a request is made for this service. Cemetery staff will provide a rough cut (i.e. wildflowers and grasses cut no lower than ten (10) inches from the ground) pathway to the grave.

#### **16.12 Interment Process**

The interment will take place as a direct interment. Cemetery staff will lower the interment container into the earth by means of a standard lowering device. Earth will be either available on site or brought grave side to complete the interment. Efforts will be made to return the same earth back into the grave as was excavated.

#### **16.13 Witnessing the Interment**

Cemetery staff may limit the number of witnesses to an interment service in the Natural Burial Area due to any reason of preserving environmental sanctity or health and safety of those persons attending the interment. All attendees will be under the supervision of Cemetery staff during the interment proceedings.

Upon provision of advanced notice to Lakefield Cemetery, family members and/or friends of a deceased may be permitted to participate in the closing of a Natural Green Burial lot. In the instance where persons other than Lakefield Cemetery personnel participate in the closing of a lot, said persons shall;

- a) Be subject to supervisions by Lakefield Cemetery personnel;
- b) Follow all instructions issued to them by Lakefield Cemetery personnel;
- c) Be of sound mental and physical condition to be capable of the participation intended;
- d) Assume personal liability for any injury arising as a result of their participation in such activity.

#### **16.14 Re-establishing the Burial Site**

The burial site will be allowed to naturally settle over time. The earth will be over-seeded with a recognized wildflower and native grass seed mix after the interment process is completed and thereafter with re-establishment of soil grade levels through the natural settlement process. Where possible, native

trees and shrubs will also be planted. At the discretion of the General Manager, families may request for a native ‘Memorial Tree’ to be planted on, or near to the grave.

### **16.15 Scattering of Cremated Remains**

The scattering of cremated remains in the Natural Green Burial Area is not permitted.

## **17.0 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 Lakefield Cemetery 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 the 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.

**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, and associated memorialization in an interment right as registered in the Cemetery records.

**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.

**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**

### **17.1 Designated Area**

Range 20-26 Graves 103-147 are designated as the Pet Human Area. All lots in this area are 1.0mx 3.0m in size.

### **17.1 Ownership of Interment Rights**

Ownership of all Cemetery lands remains vested with Lakefield Cemetery & Crematorium Inc. 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 is made in full.

### **17.2 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.

### **17.3 Number of Burials**

Not more than one interment shall be made in any single grave except:

- a) The cremated remains of two persons or pets or an infant container having the dimensions of 76.2cm x 30.5cm (30"x12") may be interred at the head of a single grave in which only a casket containing human remains has been or may be interred
- b) Or; the cremated remains of three persons or pets may be interred at the head of a single grave in which only a casket containing human remains has been or may be interred
- c) Or; if there are no casket interments in a grave, a maximum of four (4) human or pet cremated remains are permitted to be interred into a single depth grave.

Where urns are interred prior to the 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.

### **17.4 Columbarium Niches**

The number of cremated remains to be placed in each niche is determined by the urn size and the niche dimensions and in accordance with the designated policy of each columbarium. Each interment right has a maximum capacity specified on the document for the purchase of the interment rights.

Each niche is typically designed to accommodate 1 to 2 urns of human cremated remains or 1-4 urns of pet cremated remains.

### **17.5 Pet and Human Cremation Graves**

1 meter x 1 meter graves are for 1-4 urns. The maximum size of flat marker for this grave is 14"x30" (35cmx75cm).

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

**17.7 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.

**17.8 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.

**17.9 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.

**17.10 Retrieval of Scattered Cremated Remains**

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

**17.11 Contagious Diseases**

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

**17.12 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.

**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.

### **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 pacemakers.

Cremation may not take place if the deceased has any implanted radioactive device, unless

(A) It has been more than two (2) years since the device was implanted, or;

(B) A lesser time has passed and it has been deemed safe for cremation to take place.

The determination is at the sole discretion of Lakefield Cemetery & Crematorium Inc.

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 Identification during Cremation**

A metal identification tag will be assigned to the casketed human remains when they are delivered to the Crematorium. The metal tag will contain the Crematorium'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.

#### **18.10 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.

#### **18.11 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.

#### **18.12 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.

#### **18.13 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 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. 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.

#### **18.14 Witnessing Cremations**

In order for families to observe or participate in the process, arrangements must be made in advance with the crematorium office to witness the commencement of the cremation process

The Crematorium 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 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 Witnessing and will remain present until the start of the cremation process. The opening of 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 Witnessing, as shown on the Price List, is based on the preparation and holding of the cremation chamber, giving the Witnessing priority over all other cremations that need to be performed, and having the necessary staff available to allow the witnessing is 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.

#### **18.15 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 disposed of.

#### **18.16 Pets or Other Animals**

Only human remains will be cremated.

#### **18.17 Scheduling of Cremations**

Unless a witnessing of a cremation is confirmed, the Crematorium Operator reserves the right to alter the time of cremation without notice.