

THE CORPORATION OF THE TOWN OF WASAGA BEACH

BY-LAW NO. 2019-87

A By-law to provide for Rules and Regulations for the care and control of Cemeteries owned by the Town of Wasaga Beach

WHEREAS the *Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, c.33* (the "Act"), which comes into effect July 1st, 2012, regulates the operation of cemeteries in Ontario;

AND WHEREAS The Corporation of the Town of Wasaga Beach owns and operates a Municipal Cemetery known as the Wasaga Beach Cemetery, located at 610 Sunnidale Road South, Wasaga Beach;

AND WHEREAS Council of the Corporation of the Town of Wasaga Beach deems it desirable to enact a By-Law to regulate the operation, care and control of the Wasaga Beach Cemetery and any other cemetery subsequently owned and operated by the Corporation of the Town of Wasaga Beach;

AND WHEREAS public notice of Council's intention to pass this By-Law was provided in accordance with the Act;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF WASAGA BEACH HEREBY ENACTS AS FOLLOWS:

1. THAT Schedule 'A' to this By-Law, Regulations for the Operation of the Wasaga Beach Cemetery and All Municipally Owned Cemeteries, attached hereto forms part of this By-law.
2. THAT By-Law No. 2012-58 and any other by-laws or resolutions or parts of by-laws or resolutions relating to the rules and regulations for the operation, care and control of municipality owned cemeteries inconsistent with this by-law are hereby repealed.

3. THAT this By-Law shall come into force and take effect on the date of approval of the Registrar appointed under the Act.

BY-LAW READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 27TH DAY OF AUGUST, 2019.

THE CORPORATION OF THE TOWN OF WASAGA BEACH

Nina Bifulchi, Mayor

Dina Lundy, Director, Legislative Services & Clerk

Approval Date of Bereavement Authority of Ontario (BAO):

July 29, 2019

THE CORPORATION OF THE TOWN OF WASAGA BEACH
WASAGA BEACH CEMETERY
Established 1995

Regulations for the Operation of the Wasaga Beach Cemetery
and All Municipally Owned Cemeteries

Schedule "A" to By-Law No. 2019-87

This By-law is the rules and regulations that govern the Wasaga Beach Cemetery (and any other Cemetery subsequently owned and operated by the Corporation of the Town of Wasaga Beach) and have been approved by Council, the Registrar, *Funeral, Burial and Cremation Services Act, 2002* (FBCSA) and Bereavement Authority of Ontario (BAO).

TABLE OF CONTENTS

Section A:	Definitions
Section B:	General Information
Section C:	Sale of Interment Rights
Section D:	Cancellation or resale of interment rights
Section E:	Burial of cremated remains
Section F:	Memorialization – Monuments and Markers
Section G:	Care and planting
Section H:	Items that are prohibited and permitted
Section I:	Columbaria
Section J:	Mausolea
Section K:	Contractor/Monument Dealers

A. DEFINITIONS

Burial/Interment: The opening of a lot and then the placing of dead human remains or cremated human remains in that lot, followed by closing the lot. The lot may be a grave in the ground (full or cremation size), a crypt in a mausoleum or a niche in a columbarium.

By-Laws: The rules and regulations under which the Cemetery operates.

Care and Maintenance Fund: It is a requirement under the FBCSA and O. Reg. 30/11 and 184/12 that a prescribed amount or a percentage of the purchase price (excluding tax) of all interment and scattering rights sold, transferred, assigned or permitted; and prescribed amounts for monuments and markers, is contributed into the care and maintenance fund. If no scattering rights are sold but scattering is permitted a prescribed amount must be contributed to the fund when the scattering is conducted. Interest earned from this fund is used to provide care and maintenance of lots, plots, markers and monuments at the cemetery.

Cemetery Custodian: Cemetery Custodian as appointed from time to time by the Corporation.

Cemetery Location: The Wasaga Beach Cemetery is located at 610 Sunnidale Road South, Wasaga Beach, Ontario.

Cemetery Operator: The Corporation of the Town of Wasaga Beach which reserves full control over the cemetery operations and management of land within the cemetery grounds.

Contract: For purposes of this by-laws, all purchasers of interment rights, or other cemetery supplies and services must receive a copy of the contract they and the cemetery operator have signed detailing the obligations of both parties, and acknowledging receipt and acceptance of the cemetery by-laws, a copy of the Consumer Information Guide and the Price List.

Corner Posts: Shall mean any stone or other land markers set flush with the surface of the ground and used to indicate the location of a lot or plot.

Corporation: The Corporation of the Town of Wasaga Beach.

Council: means the Council of The Corporation of the Town of Wasaga Beach.

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

Fees & Charges: The list of Cemetery Fees & Charges as established by the Corporation from time to time.

Grave: (Also known as a Lot) means any in-ground burial space intended for the interment of a child, adult or cremated human remains.

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

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

Interment Rights Holder: The person(s) authorized or entitled to 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.

Lot: For the purposes of this By-laws a lot is a single grave space having a size of 3m x 1m (9.84' x 3.28').

Lot – Cremation Gardens: A single grave space in the Cemetery set aside in the Cremation Gardens, to contain cremated human remains, having a size of 1m x 1m (3.28'x3.28'), including space for a marker.

Marker: Shall mean any permanent memorial structure – monument, plaque, headstone, cornerstone or other structure or ornament affixed or intended to be affixed to a burial lot, mausoleum crypt, columbarium niche or other structure or place intended for the deposit of human remains and may be used to indicate the location of a burial.

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

Plot: For the purposes of these by-laws, a plot means two or more lots in respect of which the rights to inter have been sold as a unit.

Pre-need supplies or services: Cemetery supplies or services that are not required to be provided until the death of a person alive at the time the arrangements are made.

Town: The Corporation of the Town of Wasaga Beach.

Transfer of Interment or Scattering Rights: An *inter vivos* (during lifetime) or *post mortem* (after death) transfer made without any consideration or receipt of funds for such transfer. Such transfer is to be distinguished from a re-sale which is prohibited except to the Cemetery Operator on the terms and conditions as hereinforth set out.

B. GENERAL INFORMATION

Hours of Operation:

Office Hours:

Town Hall – 30 Lewis Street, Wasaga Beach
Monday – Friday 8:30 a.m. – 4:30 p.m.

Cemetery – 610 Sunnidale Road South, Wasaga Beach
Visitation Hours: 8:00 a.m. to sunset
Spring to Fall (thaw to first snowfall)

Children under the age of 12 must be accompanied by an adult who will be responsible for their conduct.

Burial Hours: Monday to Friday 9:00 a.m. – 4:00 p.m.
Saturday/Statutory Holiday 9:00 a.m. – 11:00 a.m.

****PLEASE NOTE: No Full burials/interments (caskets) will be permitted until June 1st of each calendar year, unless otherwise determined, in order to prevent any damage to the cemetery grounds prior to the ground settling.***

General Conduct:

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

No person may (or cause to) damage, destroy, remove or deface any property within the Cemetery. No person may play any sport, commit a nuisance, discharge firearms except at a military funeral, and bring any dog or other animal, other than a working/service animal.

All visitors must conduct themselves in a quiet manner and shall not disturb any service being held.

By-Law Amendments:

The Cemetery shall be governed by this by-Law, and all procedures will comply with the *Funeral Burial & Cremation Services Act, 2002* and Ontario Regulation 30/11 and 184/12, which may be amended periodically.

All By-Law amendments must be:

- a) Published once in a newspaper with general circulation in the locality in which the cemetery is located;
- b) Conspicuously posted on a sign at the entrance of the cemetery; and
- c) Delivered to each supplier of markers who has delivered a marker to the cemetery during the previous year, if the by-law or by-law amendment pertains to markers of their installation.

All by-laws and by-law amendments are subject to the approval of the Registrar, FBCSA, BAO.

Liability:

The Cemetery Operator will not be held liable for any loss or damage, without limitation (including damage by the elements, Acts of God or vandals) to, any lot, plot, columbarium niche, mausoleum crypt, monument, marker or other article that has been placed in relation to an interment right, save and except for direct loss or damage caused by gross negligence of the cemetery.

Public Register:

Provincial legislation – Section 110 of Ontario Regulation 30/11 requires all cemeteries and crematoriums to maintain a Public Register that is available to the public during regular office hours.

Pets or Other Animals:

Pets or other lower animals, including cremated animal remains, are not allowed to be buried on cemetery grounds.

Right to Re-Survey:

The Cemetery Operator has the right at any time to re-survey, enlarge, diminish, re-plot, change or remove plantings, grade, close pathways or roads, alter in shape or size, or otherwise change all or any part of the cemetery, subject to approval of the appropriate authorities.

Notice of Resale and Transfer of Interment:

The cemetery operator PROHIBITS the resale of interment rights to a third party and may repurchase these rights from the interment rights holder or such other person to whom the interment rights have been assigned, at the price listed on the current price list less any care and maintenance contribution amount previously made. Transfers of interment rights cannot be prohibited so long as the purchaser meets the qualifications and requirements as outlined in the cemetery operator's by-laws.

The cemetery operator PROHIBITS the resale of interment rights to a third party and is not required to repurchase unused interment rights in a plot (more than one lot) if one of the interment rights in the plot has been exercised.

Interments:

No winter interment shall take place between December 15th and June 1st, unless weather permits and such interment is approved, in writing, by the Cemetery Custodian.

If any Interment Rights have not been used after a ninety-nine year period has passed, they may be considered abandoned. The Cemetery Operator may apply to the Registrar for a declaration that the Interment Rights are abandoned after making inquiries and giving reasonable notices to find the Interment Rights Holder or beneficiaries. Upon being satisfied that the rights are abandoned, the Registrar shall issue a declaration to that effect. If there is no appeal by the end of the appeal period, as stipulated by the Registrar or otherwise within thirty (30) days, the Cemetery Operator may resell the interment rights in question.

C. SALE OF INTERMENT RIGHTS

Interment Rights to a lot, plot, niche or mausoleum may be purchased from the cemetery at the rate as set out in the Cemetery Fees & Charges and in accordance with approved plans. The prices for Interment Rights include the applicable portion for deposit to the Cemetery's Care and Maintenance Fund.

The purchase of supplies or services will be made directly through the Cemetery Operator.

Under certain circumstances and by written agreement only, a Funeral Director may, on behalf of a cemetery customer, make full payment for cemetery services and may accept full payment to the Wasaga Beach Cemetery for services.

A monument company may submit and or accept and submit payment payable to the Wasaga Beach Cemetery for monument/marker care and maintenance.

All payments for Interment Rights shall be made at the office of the Cemetery Operator.

The Cemetery Operator shall provide the following to the Interment Rights Holder upon full payment:

- a) Interment Rights Certificate
- b) Invoice marked paid
- c) Copy of the Wasaga Beach Cemetery By-Law & Rules & Regulations
- d) Price list
- e) Diagram of cemetery or columbarium
- f) Consumer Information Guide

D. CANCELLATION OR RESALE OF INTERMENT RIGHTS

Purchasers of interment rights holders acquire only the right to direct the burial of human remains, and the installation of monuments, markers and inscriptions, subject to the conditions set out in the cemetery by-laws. In accordance with cemetery by-laws, no burial, entombment, or installation of any monument, marker, inscription, or memorialization is permitted until the interment rights have been paid in full. An interment rights certificate will be issued to the Interment Rights Holder(s) when payment has been made in full. The purchase of interment rights is not a purchase of Real Estate or real property. An interment rights holder wishing to resell their interment rights must advise the cemetery operator.

Cancellation of Interment Rights within 30 Day Cooling-Off Period:

- A purchaser has the right to cancel an interment rights contract within thirty (30) days of signing the interment rights contract, by providing written notice of the cancellation to the Cemetery Operator. The Cemetery Operator will refund all monies paid by the purchaser within thirty (30) days from the date of the request for cancellation.

Cancellation of Interment Rights after the 30 Day Cooling-Off Period:

- Upon receiving written notice from the purchaser of the interment rights, the Cemetery Operator will cancel the contract and issue a refund to the purchaser for the amount paid for the interment, less the appropriate amount that is required to be deposited into the Care and Maintenance Fund. This refund will be made within thirty (30) days of receiving said written notice. If the Interment Rights Certificate has been issued to the interment rights holder, the certificate must be returned to the Cemetery Operator along with the written notice of cancellation.
- If any portion of the interment rights has been exercised, the purchaser, or the interment rights holder are not entitled to cancel the contract or re-sell the interment rights, and no refund will be permitted.

Resale of Interment Rights after 30 Day Cooling-Off Period:

- Unless the interment rights have been exercised the purchaser retains the right to cancel the contract or re-sell the interment rights. Once payment for the interment rights has been made in full, and an interment rights certificate has been issued, the interment rights holder(s), as recorded on the cemetery records, has right to re-sell the interment rights. Any resale of the interment right shall be in accordance with the requirements of the cemetery by-laws and in keeping with the FBCSA and O. Reg. 30/11 and 184/12

- If any portion of the interment rights has been exercised, the purchaser, or the interment rights holder(s) are not entitled to re-sell the interment rights.

Care and Maintenance Fund Contributions:

- It is a requirement under the FBCSA and O. Reg. 30/11 and 184/12 that a prescribed amount or a percentage of the purchase price (excluding tax) of all interment and scattering rights sold, transferred, assigned or permitted; and prescribed amounts for monuments and markers, is contributed into the care and maintenance fund. If no scattering rights are sold but scattering is permitted a prescribed amount must be contributed to the fund when the scattering is conducted. Interest earned from this fund is used to provide care and maintenance of lots, plots, markers and monuments at the cemetery.

NOTE: ALL REALES OF INTERMENT RIGHTS MUST BE CARRIED OUT THROUGH THE CEMETERY OPERATOR.

- If a rights holder wishes to re-sell the interment rights, the holder must make the request to the Cemetery Operator in writing. The Cemetery Operator will repurchase the interment right at the price listed on the Cemetery Operator's current list of Cemetery Fees & Charges, less the Care & Maintenance Fund contribution made at the time of purchase. Any services provided, such as the purchase of corner posts, will not be refunded. The re-purchase and payment to the rights holder requesting the sale must be completed within the 30 days of the request.
- The interment rights holder requesting the resale of the rights must return the Interment Rights Certificate to the Cemetery Operator and the interment rights holder must endorse a Resale Endorsement of Interment Right Certificate, transferring all rights, title and interest back to the cemetery operator. The appropriate paperwork must be completed before the Cemetery Operator reimburses the rights holder(s).
- In the case of a request received by the Custodian for transmission of ownership by Interment Rights by reason of a bequest made in a validly executed Last Will and Testament, the Cemetery Operator reserves the right to require the production of a Notarial Copy and/or Court Certified Copy of the Last Will and Testament or a Certificate of Appointment of Estate Trustee; or other evidence sufficient to prove the proper transmission of ownership on death of the rights holder.
- Where the deceased Interment Rights Holder has left a Last Will and Testament containing a specific bequest of the Lot, a Notarial Copy and/or Court Certified Copy of the said Last Will and Testament or a Certificate of Appointment of Estate is required.

- If the Will does not contain a specific bequest of the Lot, a request in writing from the Estate Trustee(s) for the transfer is required.
- Where the Interment Rights Holder died Intestate, a request in writing from the Estate Trustee(s) or, if no Estate Trustee has been appointed, from all of the heirs-at-law.
- Where the Interment Rights Holder wishes to transfer such rights during his or her lifetime, the Rights Holder shall so advise the Custodian, who may request reasonable proof that such transfer does not constitute a resale before affecting same.
- All transfer of interment rights shall be subject to payment of the required Cemetery Fees & Charges as established from time to time, and compliance with all other provisions of this by-law.

E. BURIAL OF CREMATED REMAINS

- Interment rights holder must provide written authorization prior to a burial, or an entombment taking place. Should the interment rights holder be deceased, authorization to the satisfaction of the Custodian must be provided in writing by the person authorized to act on behalf of the interment rights holder in keeping with the Succession Law Reform Act i.e. Personal Representative, Estate Trustee, Executor or next of kin.
- A burial permit issued by the Registrar General or equivalent document showing the death has been registered with the province must be provided to the Cemetery Operator's Office prior to a burial or entombment taking place. A Certificate of Cremation must be submitted to the Cemetery Operator's Office prior to the burial of cremated remains taking place.
- In accordance with the FBCSA and O. Reg 30/11 and 184/12 the purchaser of interment rights must enter into a cemetery contract, providing such information as may be required by the cemetery operator for the completion of the contract and the public register prior to each burial or entombment of human remains.
- Payment must be made to the Cemetery Operator before a burial can take place.
- The Cemetery Operator shall be given 48 business hours of notice for each burial of human remains.
- The opening and closing of graves, crypts and niches may only be conducted by cemetery staff or those designated to do work on behalf of the cemetery.
- Cremated remains are not permitted to be scattered on a grave.
- The Cemetery Operator reserves the right to designate a common scattering ground.
- Human remains may be disinterred from a lot provided that the written consent (authorization) of the interment rights holder has been received by the cemetery operator and the prior notification of the medical officer of health. A certificate from the local medical officer of health must be received at the cemetery office before the removal of casketed human remains from the cemetery may take place. A certificate from the local medical officer of health is not required for the disinterment of cremated remains from a lot or the removal of cremated remains from the cemetery.
- In special circumstances the removal of human remains may also be ordered by certain public officials without the consent of the interment rights holder and/or next of kin(s).

- No more than one casket shall be interred in a single grave.
- No more than one cremated remain interment shall be permitted with one casket in a single grave.
- No more than four cremated remain interments shall be permitted in a single grave.
- The interment and/or disinterment of cremated remains are restricted between December 15th and June 1st or at the discretion of the Cemetery Operator. **NOTE: No Full burials/interments (caskets) will be permitted until June 1st of each calendar year, unless otherwise determined, in order to prevent any damage to the cemetery grounds prior to the ground settling.**

F. MEMORIALIZATION Monuments & Markers

- No memorial or other structure shall be erected or permitted on a lot until all charges have been paid in full.
- No monument, footstone, marker or memorial of any description shall be placed, moved, altered, or removed without permission from the cemetery operator.
- Minor scraping of the monument base of an upright monument due to grass/lawn maintenance is considered to be normal wear, and repair of same shall not be the responsibility of the Cemetery Operator.
- The Cemetery Operator will take reasonable precautions to protect the property of interment rights holders, but it assumes no liability for the loss or, or damage to, any monument, marker or other structure, or part thereof.
- Memorials – monuments, markers, plaques etc. are owned by the interment rights holder and the cemetery operator is not responsible for their loss or deterioration. These memorials should be protected by the interment rights holder's own insurance coverage.
- The Cemetery Operator reserves the right to determine the maximum size of monuments, number and location on each lot or plot. They must not be of a size that would interfere with any future interments.
- All foundations for monuments shall be built by, or contracted to be built for, the Cemetery Operator at the expense of the interment rights holder.
- Should any monument or marker present a risk to public safety because it has become unstable, the Cemetery Operator shall do whatever it deems necessary by way or repairing, resetting, or laying down the monument or marker or any other remedy so as to remove the risk.
- The Cemetery Operator reserves the right to remove at its sole discretion any marker, monument or inscription which is not in keeping with the dignity and decorum of the cemetery as determined by Council.
- A monument, private mausoleum or other structure shall be erected only after the specific design plans have been approved by the Cemetery Operator including: dimensions, material of structure, construction details, and proposed location.
- In keeping with the Cemetery By-Laws only one monument shall be erected within the designated space of any lot.
- The minimum thickness for flat markers is 4 inches or 10 cm.

- The minimum thickness for an upright monument is 6 inches or 12 cm.
- All monuments and markers shall be constructed of bronze or natural stone (i.e. granite) and permitted only in specific designated areas.
- Minimum thickness of the dies shall be 6" (15.24 cm) and able to withstand the 200lbs of horizontal force applied anywhere on the monument without toppling.
- All monuments will include a 20.32 cm (8") thick base with no less than 10.16cm (4") of rock finish from ground level. The top surface of the base must be both wider and longer than the die in order to provide a minimum border of 7.62cm (3") on the surface of the base exposed on all sides. No part of the die shall exceed the width of the base at any point.
- Family name only may be inscribed on the back of a monument.

The size of one monument allowed on a single lot, including a 20.32 cm (8") thick base, is:

Height:	96.5 cm (38") overall height – maximum
Width:	55.9 cm (24") maximum
Thickness of die:	15.2 cm (6") minimum
Base:	76.2 cm (30") maximum x 35.56 cm (12") minimum

The size of one monument allowed on a double plot, including a 20.32 cm (8") thick base, is:

Height:	102 cm (48") overall height – maximum
Width:	121.9 cm (48") maximum
Thickness of die:	15.2 cm (6") minimum
Base:	137.16 cm (54") maximum x 35.56 cm (12") – minimum

The size of one monument allowed on a triple plot, including a 20.32 cm (8") thick base, is:

Height:	147.3 cm (58") overall height – maximum
Width:	182.9 cm (72") maximum
Thickness of die:	15.2 cm (6") minimum
Base:	203.2 cm (80") maximum x 40.6 cm (12") minimum

- No monument shall be delivered to the cemetery for installation until the monument foundation has been completed, and the interment rights holder(s) and or monument/marker retailer have been notified by the Cemetery Operator.
- Markers of bronze or granite are permitted with size and quantity restrictions according to this by-law and the placement of such memorials shall not interfere with future interments.

Single lot: maximum 1 marker - 24" x 18" (60.92 cm x 45.72 cm)

Double lot: maximum 1 marker - 42" x 18" (106.68 cm x 45.72 cm)

Triple lot: maximum 1 marker - 60" x 18" (152.4 cm x 45.72 cm)

Cremation Gardens lot: maximum 1 marker - 24" x 18" (60.92 cm x 45.72 cm)

Location of markers/monuments:

- One marker, centered, is permitted per single/double/triple lot
- One monument is permitted to be centered on a single lot.
- One monument shall be centered between two lots and one monument shall centered between three or more lots.

In any area within the Wasaga Beach Cemetery which is designated as an area permitting markers only, no monument shall be placed except by specific permission in writing granted by Council.

In any area within the Wasaga Beach Cemetery which is designated as an area permitting monuments only, no marker shall be placed except by specific permission in writing granted by Council.

G. CARE AND PLANTING

A portion of the price of interment rights is trusted into the Care and Maintenance Fund. The income generated from this fund is used to maintain, secure and preserve the cemetery grounds. Services that may be provided through this fund include:

- Re-levelling and sodding or seeding of lots
- Maintenance of cemetery roads, sewer and water systems
- Maintenance of perimeter walls and fences
- Maintenance of cemetery landscaping
- Maintenance of mausoleum and columbarium
- Repairs and general upkeep of cemetery maintenance buildings and equipment

- No person other than cemetery staff shall remove any sod or in any other way change the surface of the burial lot in the cemetery.

- No person shall plant trees, flower beds or shrubs in the cemetery except with the approval of the cemetery.

- Flowers placed on a grave for a funeral shall be removed by the cemetery staff after a reasonable time to protect the sod/seed and maintain the tidy appearance of the cemetery.

H. ITEMS THAT ARE PROHIBITED AND PERMITTED

The Cemetery Operator reserves the right to regulate the articles placed on lots or plots which may pose a threat to the safety of all interment rights holders, visitors to the cemetery and cemetery employees, or which prevent the cemetery from performing general cemetery operations, or which are not in keeping with the respect and dignity of the cemetery. Prohibited articles will be removed and disposed of without notification or compensation.

The Cemetery Operator reserves the right to disallow or remove quantities of memorial wreaths or flowers considered by the Cemetery Operator to be excessive or that diminishes the otherwise tidy appearance of the cemetery.

Prohibited items include, but are not limited to: articles made of hazardous materials such as non-heat resistant glass (excludes glass attached to monuments), ceramics, or corrosive metals; loose stones or sharp objects; trellises or arches; chairs or benches.

FLOWER/WREATH POLICY

Potted flowers, real or artificial and wreaths are permitted on a grave site the calendar week leading to:

Easter
Mother's Day
Father's Day
Thanksgiving
Remembrance Day

and must be removed within one calendar week of the particular day. Wreaths/potted flowers not removed when required will be removed and disposed of by the Cemetery without notification.

June, July, August and September
Fresh flowers only – No potted flowers or wreaths

Winter wreaths
(wreath stands permitted)
November 15th to March 15th

NO plant hooks
NO cultivated gardens
NO other articles of remembrance

I. COLUMBARIUM

- Payment must be made to the cemetery operator before an interment may take place
- Only the cemetery operator may open and seal niches for interments. This applies to the inside sealer and the niche front.
- To ensure quality control, desired uniformity and standard of workmanship, the cemetery reserves the right to inscribe all niche fronts or install all lettering, vases, adornments, or any other approved attachment.
- No person other than cemetery staff shall remove or alter niche fronts.
- The cremated remains of not more than three (3) persons shall be entombed in any niche.
- The cremated remains must be placed within a suitable container that will fit into the niche space assigned. The Cemetery Operator may refuse to place any unsuitable and/or oversized container into a niche space.

Niche Inscription:

The engraving of the niche door shall be uniform and supplied and installed by the Cemetery Operator, and the cost is included in the selling price of the niche.

No fraternal or service club insignias will be approved for inscription on any niche.

The inscription will consist of the names of the deceased, the year of birth and year of death, plus descriptions lines. The cemetery reserves the right to limit the number of lines and number of characters per line, based on the size of the niche plate. All description lines are to be pre-approved at the sole discretion of the Cemetery Operator.

No external decoration will be allowed on the wall of or near the Columbarium and no photograph cases will be allowed to be attached to the niche.

The Niches inside dimensions are according to the diagram provided at time of purchase.

The Niches will be sold according to the numbering system shown on the diagram provided at time of purchase.

The opening and closing charge shall be as shown on the Cemetery Fees & Charges.

Fifteen percent (15%) of the selling price shall be placed in the Care and Maintenance Fund of the cemetery.

The interment and/or disinterment of cremated remains are restricted between December 15th and June 1st or at the discretion of the Cemetery Operator.

J. MAUSOLEUM

- Full payment must be made to the Cemetery Operator before an entombment may take place.
- Only the Cemetery Operator may open and seal crypts for entombments. This applies to the inside sealer and the crypt front.
- To ensure quality control, desired uniformity and standard of workmanship, the Cemetery Operator reserves the right to inscribe all crypt fronts.
- Photographs are permitted and must conform to the design, material and standards of the building.
- Mausoleums will be constructed of solid granite only.
- Inscriptions will be made directly into the granite crypt face and on the front only.
- Family name may be inscribed on the back of the Mausoleum. Inscriptions are not permitted on the sides.
- Mausoleums will purchased from a Monument Company and be privately owned, centered upon the required number of lots as purchased from the Cemetery Operator to accommodate the Mausoleum, with the required spacing. (2 person upright crypts require 2 lots; 2 person side by side crypts require 3 lots; 3 person side by side vault requires 4 lots, etc.).
- Mausoleums will be no higher than the height required for two crypts, one on top of the other.
- Mausoleums may be as wide as required to accommodate the required number of crypts.
- Mausoleums may have one Cross no higher than 24 inches, centered on the top.
- The Cemetery Operator must provide the monument company with approval for the height, width, design and location of all Mausoleums.

- Mausoleums must be set on a concrete foundation purchased and supplied by the Monument Company.
- The required lots will be purchased in the designated Mausoleum area, at the current Cemetery Fees & Charges, from the Wasaga Beach Cemetery Operator.
- Care & Maintenance Fund – Prior to installation of a mausoleum, the purchaser will pay to the Town, the Province of Ontario's prescribed care and maintenance amount based on the total cost of the mausoleum - 20% or \$500.00, whichever is greater. (taxes excluded).
- Attached vase(s) will be the only external decoration permitted provided there is a granite front step that forms part of the base and is within the footage of the lots purchased.
- No trees, shrubs, plants, decorations, statutory etc. will be permitted around a Mausoleum.
- Mausoleums may be placed in the Mausoleum designated area only of the Wasaga Beach Cemetery.
- The Cemetery Custodian maintains the right to require that the first interment will be in the bottom vault.
- Only one interment per crypt is permitted.
- The opening and closing charge shall be as shown on the Cemetery Fees & Charges. This fee and charge is subject to change.
- No interment and/or disinterment is permitted during the period between December 15th and June 1st, unless weather permits and/or at the discretion of the Cemetery Custodian.
- Flowers and Winter Wreaths will be permitted as per the Flower/Wreath Policy.
- Hydro is not available to a Mausoleum.

K. CONTRACTOR/MONUMENT DEALERS

Any contract work to be performed within the cemetery requires the written pre-approval of the interment rights holder and the Cemetery Operator before the work may begin. Pre-approval includes but is not limited to: landscaping, delivery of monuments and markers, inscriptions, designs, drawings, plans and detailed specification relating to the work, proof of all applicable government approvals and permits, the location of the work to be performed. It is the responsibility of all contractors to report to the Cemetery Operator's office and provide the necessary approvals before commencing work at any location on the cemetery property.

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

- WSIB coverage
 - Occupational Health and Safety compliance standards
 - Environmental Protection
 - WHMIS
 - Understanding of AODA Legislation and Accessible Customer Service Training
 - Evidence of liability insurance of not less than \$2,000,000.00 (two million dollars)
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- All Cemetery By-Laws apply to all contractors and all work carried out by contractors within the cemetery grounds.
 - Contractors, monument dealers and suppliers shall not enter the cemetery after 6:00 p.m., weekends, or statutory holidays, unless approval has been granted by the Cemetery Operator.
 - No work will be performed at the cemetery except during regular business hours of the cemetery.
 - Contractors shall temporarily cease all operations if they are working within 100 meters of a funeral until the conclusion of the service. The Cemetery Operator reserves the right to temporarily cease contractor operations at their sole discretion if the noise of the work being performed by the contractor is deemed to be a disturbance to any funeral or public gathering within the cemetery.
 - Contractors, monument dealers and suppliers shall lay wooden planks on the burial lots and paths over which heavy materials are to be moved in order to protect the surface from damage.