

Schedule A to By-law No. 2022-48

CEMETERY OPERATIONS MANUAL

May 17, 2022



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PART 1: PREAMBLE

The Town's cemeteries shall be governed by this by-law, and all procedures will comply with the Funeral, Burial, Cremation and Services Act (2002) and O. Reg. 30/11 and O. Reg. 184/12, which may be amended from time to time.

These by-laws are the rules and regulations that govern the Town's cemeteries and have been approved by the Registrar of the Bereavement Authority of Ontario (BAO) and deemed compliant with the Funeral, Burial and Cremation Services Act, 2002 (FBCSA) and Ontario Regulation (O. Reg.) 30/11 and 184/12

PART 2: DEFINITIONS

In this By-law;

"Act" means the Funeral, Burial and Cremation Services Act (FBCSA), 2002, as may be amended from time to time

"Burial/Interment" means the opening of a Lot and then the placing of human remains or cremated human in that lot, followed by closing the Lot. The lot may be a grave in the ground, a crypt in a mausoleum or a niche in a columbarium;

"By-laws" means the rules and regulations under which the cemetery and/or crematorium operates;

"Care and Maintenance Fund" means a requirement under the Funeral, Burial and Cremation Services Act, 2002 (FBCSA) and Ontario Regulation 30/11 and 184/12 (O. Reg. 30/11 & 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" means (also refer to 'Municipal Cemetery'),

- a. Land that has been established as a cemetery under this Act, a private Act or a predecessor of one of them that is related to cemeteries, or
- b. Land that was recognized by the registrar as a cemetery under a predecessor of this Act that is related to cemeteries, and includes,
 - a. Land that, in the prescribed circumstances, has been otherwise set aside for the interment of human remains, and
 - b. A mausoleum or Columbarium intended for the interment of human remains;

“Cemetery Operator” means a representative of the Corporation who primary responsibilities are the maintenance and operation of municipal cemeteries.

“Cemetery Services” means services provided by the Corporation with respect to the interment of human remains or the scattering of cremated human remains at a cemetery and includes such services as may be prescribed;

“Columbarium” means a structure designed for the purpose of interring cremated human remains in niches or compartments;

“Contract” means for the purposes of this by-law, all purchasers of interment or scattering rights, or other cemetery supplies and services must receive a copy of the contract they and the Corporation have signed detailing the obligations of both parties, and acknowledging receipt and acceptance of the cemetery by-law(s), a copy of the Consumer Information Guide and the Price List;

“Corner Posts” means 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” means the Corporation of the Corporation of Gravenhurst

“Grave” (Also known as a “Lot”) means any in-ground burial space intended for the interment of human remains.

“Interment Right” means 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” means 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;

“Internment Rights Holder” means 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” means, for the purposes of these By-Law(s), a lot is a single grave space;

“Marker” means 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;

“Municipal Cemetery” means land owned and/or operated by the Corporation as a cemetery and includes all structures located on the land, and “Cemeteries” shall have the same meaning; **“Monument”** means any permanent tombstone, plaque, headstone, cornerstone or ornament that projects from the surface of the ground and is used to mark the location of a lot or plot;

“Niche” means individual compartment in a columbarium for the entombment of cremated human remains.

“Operator” means a person who is licensed to operate a cemetery, crematorium, funeral establishment, casket retailing business, marker retailing business, transfer service or any other business for which a license may be required by regulation and includes a cemetery owner who is deemed to be a cemetery operator under subsection 5 (2) of the FBSCA

“Plot” means, purposes of these by-law(s), a plot means two or more lots in respect of which the rights to inter have been sold as a unit.

“Tree” means a tree, shrub, or any form of vegetation.

“Space” means an individual space provided for the interment of one person within a Plot.

PART 3: ADMINISTRATION

3.1 Hours of Operations

- a. Visitation Hours: No person shall enter or be within any cemetery:
 - a. After 7:00 p.m. and before 6:00 a.m. Monday through to and including Sunday from October 1 through to and including March 31, or
 - b. After 9:00 p.m. and before 6:00 a.m. Monday through to and including Sunday from April 1 through to and including September 30

Police and authorized Corporation staff are exempt.

- b. Burial Hours: Typically, burial hours are from 11:00 a.m. to 3:45 p.m., unless otherwise approved in writing by the Corporation. It is acknowledged that Weekend and Holidays burials are permitted, subject to overtime charges as specified in the Cemetery ‘Price List’.
- c. Cemetery Office Hours: Monday to Friday 7:30 a.m. to 3:30 p.m., excluding statutory holidays.
Municipal Office Hours; Monday to Friday 8:30 a.m. to 4:30 p.m. (September to May) and 8:00 a.m. to 4:00 p.m. (May to September), excluding statutory holidays.

- d. Memorial Services without interments occurring may be permitted in municipal cemeteries. However, two (2) working days' notice must be given and the permission acquired in writing from the Corporation before proceeding.
- 3.2 The Corporation reserves full control over the cemetery operations and management of land within all of its municipal cemetery grounds.
- 3.3 The Corporation will not be held liable for any loss or damage, without limitation (including damage by the elements, Acts of God, or vandal(s) to, any lot, plot, columbarium niche, monument, marker, or other article that has been placed in relation to an interment, save and except for direct loss or damage caused by gross negligence of the Corporation.
- 3.4 The Corporation 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.
- 3.5 No person shall damage, destroy, remove, write upon or deface, or injure any monument, fence, structure or other property within the Cemetery(s) grounds.
- 3.6 All visitors should conduct themselves in a quiet manner that shall not disturb any service being held.
- 3.7 Dogs and other pets are permitted on the cemetery grounds provided that at all times they are on leash and under control. All provisions of the Corporation's Dog Control Bylaw 2018-26 shall be in effect.
- 3.8 Children under twelve (12) years of age shall be accompanied by an adult who shall maintain close contact with them and shall be responsible for their actions while on cemetery grounds.
- 3.9 No person shall make any paths or short cuts across any part of the cemetery or play any games in the cemetery.
- 3.10 No person shall operate a vehicle in excess of ten (10) kilometers per hour within the cemetery.

- 3.11 No person shall consume alcohol or use recreational drugs while on the cemetery grounds.
- 3.12 Carriages and motor vehicles must remain on designated cemetery roads at all times and refrain from turning or driving on cemetery boulevards, paths or green spaces.
- 3.13 Motorized vehicles including but not limited to snow machines and off-road recreational vehicles are strictly prohibited on cemetery grounds.
- 3.14 All visitors are prohibited from removing flowers, plants or other items from plots in the cemetery other than their own plots. No person shall pick flowers, either wild or cultivated; break any tree branch, shrub or plant from cemetery grounds.
- 3.15 Visitors of municipal cemetery grounds shall not litter or cause to deposit refuse on cemetery grounds at any time. It is the visitor's responsibility to place garbage in a designated receptacle(s) if so provided or to remove such material from the cemetery site and dispose of accordingly.

PART 4: SALES AND TRANSFERS OF INTERMENT RIGHTS

- 4.1 Payments for interment rights shall be made at the Municipal Office. A schedule of 'Cemetery Price List' will be supplied upon request.
- 4.2 Each purchaser of interment rights shall be entitled to an Interment Rights Certificate but only when all indebtedness has been satisfied and all charges on the plot have been paid. At no time will the Corporation engage in an interment unless all required fees have been paid in full to the satisfaction of the Corporation (Refer to Section 5.11).
- 4.3 The Interment Rights Certificate shall specify the size of the plot, the number of the plot, the number and date of cemetery plan and the amount paid and shall be subject to the existing regulations as may from time to time be determined upon by Council and approved by the Minister empowered, as if embodied therein in full.
- 4.4 To ensure the correctness of records of ownership and interments, a transfer of any interment rights or any interest therein shall not be binding upon the Corporation until notice in writing has been given to the Corporation specifying the name, address and occupation or other description of the proposed transferee and date, and such particulars shall be kept in a public register for that purpose. The original Interment Rights Certificate must also be returned to the Corporation. Upon receipt of a written

notice, receipt of the original interment certificate and the payment of a fee, the transfer shall be made.

- 4.5 The resale of interment rights by the purchaser is prohibited. They must be sold back to the Corporation at the current market value, minus the amount paid into the Care and Maintenance Fund, in relation to those rights. The Corporation is not obligated to repurchase any parts of a multiple grave plot if one of the interment rights in the plot has been exercised.
- 4.6 The purchase of interment rights for the sole purpose of reselling to make a profit (i.e. financial gain), is prohibited.
- 4.7 Any interment rights, which are sold and not used for interment purposes after a twenty-year period, may be considered abandoned. The Corporation may apply to the Registrar appointed under the Act for a declaration that the interment rights are abandoned after making inquiries and giving reasonable notice to find the Interment Rights Holders or beneficiaries. Upon satisfaction that the rights are abandoned, the Registrar shall issue a declaration to that effect. If there is no appeal by the end of the time period allowed for appeal, the Corporation may resell the interment rights.
- 4.8 The Corporation recommends Interment Rights Holders to bequeath their plots and to mention the plot number in their will. Interment Rights Holders, or their legal heirs or representatives, are only allowed to sign for any interment in the plot. In the event of the death of an interment rights holder, the Corporation will require that letter(s) of probate, of administration or other sufficient proof of inheritance, be submitted to the Corporation by the estate of the deceased interment rights holder before the ownership of the interment rights holder is assigned or transferred to any beneficiary, heir or next of kin of the deceased interment rights holder.

PART 5: INTERMENTS AND DISINTERMENTS

- 5.1 The Cemetery Operator, his/her assistant, or someone in the employ of the Corporation, shall be in attendance at each interment. A burial permit or Certificate of Cremation is required (to be received by the Corporation) before an interment can be conducted.
- 5.2 Persons ordering interment spaces shall be held responsible for all charges incurred. A cemetery services contract must be completed by the Interment Rights Holder(s), or their legal heirs or representatives, before an interment takes place. A request from a

Funeral Director shall be deemed to be a request from an Internment Rights Holder. The Corporation shall assume no responsibility for errors in opening graves where incorrect orders have been given by the internment rights holder(s) or their representatives. The Corporation shall not be held responsible for errors in the location of graves on lots arising from the improper instructions of Internment Rights Holders or their representatives.

- 5.3 In the event of the death of an Internment Rights Holder, the Corporation will require that letter(s) of probate, of administration or other sufficient proof of inheritance, be submitted to the Corporation by the estate of the deceased Internment Rights Holder before an interment can take place.
- 5.4 No interment shall be made without the written order of the owner of the interment rights, or the person designated, as provided in these rules, whose name appears on record at the office of the Corporation.
- 5.5 When a Lot is held jointly by two (2) or more persons, a written direction will be accepted by either or any of them, or their authorized representatives for interment in such part of the lot as may be requested.
- 5.6 No space shall be opened for the interment or disinterment by any person not in the employ of the Corporation. Anyone found opening any space other than an employee of the Corporation shall be prosecuted.
- 5.7 No Interment shall take place during the winter season, which shall generally, for the purpose of this By-law, be defined as December 1st through to April 30th inclusive. Temporary entombments may be made available in the Corporation's winter vault. The winter vault must be clear of entombments by May 15th of each year, unless otherwise approved in writing by the Corporation.
- 5.8 No entombments shall be permitted in the winter vault unless embalming has taken place, or a hermetically sealed container is used.
- 5.9 The remains of persons that passed from contagious diseases shall not be admitted to the Corporation's winter vault during the winter season and shall not be disinterred, unless so directed by appropriate authorities (i.e. O.P.P.).

- 5.10 No casket is to be opened without a special permit from a Medical Officer of Health (Ontario) once it has been deposited / entombed in the Corporation's (cemetery) winter vault.
- 5.11 The Corporation does not assume responsibility for the number of grave openings that may be made in any lot when an oversized shell is used. The Corporation expressly reserves the right to limit the number of interments in these circumstances.
- 5.12 No interment shall take place on any plot, until such time all required fees have been paid in full to the Corporation.
- 5.13 The scattering of cremated remains in cemeteries of the Corporation will not be permitted except in the designated area and only by with an employee of the Corporation in attendance. Prior to scattering, a "Permission to Scatter" form must be completed by the deceased's legal representative and approved by the Corporation. No decorations other than planted flower bulbs are allowed in these areas.
- 5.14 Concrete or cement vaults are recommended but not mandatory, as concrete / cement vaults are less susceptible to sinking.
- 5.15 A request for interment shall be given to the Cemetery Office (Corporation) at minimum of two (2) full working days prior to the interment, and only as per the Cemetery Office Hours as defined in Section 3.1(c) of this By-law.
- 5.16 All funerals arriving at any municipal cemetery at 3:45 p.m. or later on weekdays will be subject to an additional overtime charge as set out in the cemetery price list. All interments occurring on Saturday, Sunday and / or a statutory holiday(s) will also be subject to an additional overtime charge in accordance to the cemetery price list.
- 5.17 Multiple interments Limitations:
- a. One full interment permitted in one grave, along with 4 cremated remains;
 - b. Two cremated remains permitted in cremation/infant child lot;
 - c. Double-depth interments are not permitted;
 - d. No more than two cremated remains shall be placed in any columbarium niche;

- e. Internment restrictions differ for the Royal Canadian Legion section of the Mickle Memorial Cemetery. Please refer to Part 9 “Royal Canadian Legion 302 – Cemetery Section” of this By-law for more information.
- 5.18 If cremated remains must be removed in order for the interment of a casket, then a disinterment fee for each cremated remains will apply in accordance with cemetery price list. Further where a full body and cremation interments is permitted, the Town does not allow the burial of cremated remains until the full body interment has taken place.
- 5.19 If, for any valid reason, an employee of the Corporation determines that an interment cannot be made on the day of the funeral, he/she may direct that the remains be placed in temporary entombment in the vault, and the interment shall commence as close to the funeral date as possible, and only as conditions permit. No charge shall be made for the use of the vault for such service.
- 5.20 There is a maximum of two (2) cremation interments in each niche. The standard size of a niche is 29.21 cm x 29.21 cm x 29.21 cm (11 ½” x 11 ½” x 11½”). The condition of any urn on subsequent openings as well as any oversized urns that may not be accommodated in the niches provided by the cemetery are not the responsibility of the Corporation.
- 5.21 To ensure quality control, desired uniformity and standard of workmanship, the Corporation shall have full care and control on inscribing all niche fronts.
- 5.22 The price of a columbarium niche includes the inscription work. Opening and Closing fees will be charged in accordance with the current Cemetery Price List and will be performed by employees of the Corporation only.
- 5.23 No plaques, vases, adornments, embellishments, or emblems affixed to the columbarium or individual niches are permitted. Any such items shall be removed and disposed of by the Corporation without notification and at the expense of the Internment Rights Holder.
- 5.24 No articles (i.e. hanging baskets; trinkets; lawn ornaments etc.) shall be permitted in, on and or around the ground in the vicinity of the columbarium. Any such article shall be removed and disposed of without notification by the Corporation.

- 5.25 Animals will not be permitted to be interred in any municipal cemetery.
- 5.26 Cemetery Staff, Law Enforcement Officers, Ministry Representatives or Funeral Home Staff only shall be permitted at a disinterments.
Human remains may be disinterred from a lot provided that written consent (authorization) of the Internment Rights Holder has been received by the Corporation 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 may take place. A certificate from the local medical officer of health is not required for the removal of cremated remains.
- 5.27 In special circumstances the removal of human remains may also be ordered by certain public officials without consent of the Internment Rights Holder and/or next of kin(s) as per FBCSA, section 102.1.

PART 6: CARE OF LOTS

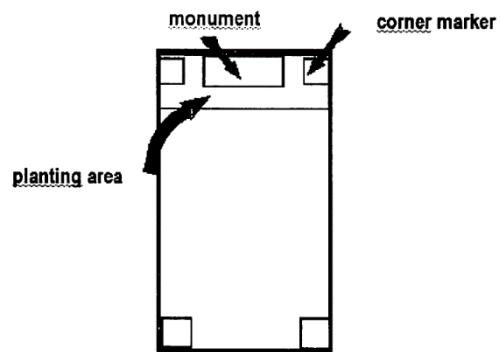
- 6.1 Through provisions under the Care and Maintenance Fund, the Corporation shall undertake the grading, seeding, grass cutting and general care of the plot / cemetery grounds.
- 6.2 No person shall change or alter in any way the grading of any other plot, and in the case of any such changes, the Corporation may restore the plot to its original grade, all at the expense of the owner.
- 6.3 No unauthorized person shall make any pathway, cut and sod or move corner posts or monuments or markers.
- 6.4 The Corporation shall not be responsible for the loss of or damage to any portable articles left upon or adjacent to any plot.
- 6.5 The Corporation distinctly disclaims all responsibility for loss or damage from causes beyond their reasonable control and especially from damage caused by the elements, an Act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, accidents, invasion, insurrections, riots, order of any military civil author whether the damage be direct or collateral.

- 6.6 Any persons doing landscaping or other work on a cemetery plot must contact the Corporation prior to commencement of that work.
- 6.7 The Corporation will NOT accept donations of trees and/or benches for placement on cemetery grounds.
- 6.8 For any and all provisions identified in Part 6 'Care for Lots', and in order to preserve the appearance and safety of the municipal cemetery grounds, the Corporation reserves the right to to prune and / or remove any shrubs, trees ornamental fixtures etc. (or parts thereof) that interfere with municipal cemetery operations and/or become a deterrent to the appearance and/or safety of the cemetery(s):
 - a. Notwithstanding the above, the Corporation will make all reasonable efforts to contact the Internment Rights Holder on record with the Corporation to address the non-compliant matter as identified by the Corporation, save and except the rights of the Corporation as identified in section 6.9 and 6.10.
 - b. Should the Internment Rights Holder be deceased, the Corporation will make, at its sole discretion, a determination on the care of lot(s) such that all non-compliant matters be rectified to the satisfaction of the Corporation.

6.9 Permitted Use:

6.9.1 Any flowers or other acceptable accoutrements shall be in-keeping with the dignity and decorum of the cemetery.

6.9.2 Flowerbeds are only permitted on plots with upright monuments. Lot decorations shall be anything other than monuments, markers and grass, and are permitted only within the uppermost 60 cm (2 ft) of the grave space (planting area) as shown in the diagram.



6.9.3 Cut flowers, hanging baskets and potted plants are permitted on all plots, except for flat marker cremation plots.

6.9.4 Ornamental evergreen shrubs of the dwarf nursery stock are allowed on all plots of two graves or more, with monuments. They must be placed in line with the monument and be of reasonable size and shape, and not to interfere with plots on

either side. No planting of trees or shrubs shall take place without the written permission of the Corporation. All trees and shrubs must be ornamental and must not exceed 1.21 m (4 ft.) in height at full maturity. Once planted the trees and/or shrubs become the property of the Corporation and are subject to the provisions of this Bylaw.

6.9.5 Quantity and Time Frames for plot decorations:

- a. A maximum of two hanging baskets is permitted for any plot. However, only one (artificial or fresh) wreath **or** one (artificial or fresh) flower arrangement **or** one (artificial or fresh) potted plant shall be permitted on any plot from May 1 to October 15. If any such decorations are not removed by the 16th day of October, they shall be considered abandoned and will be disposed of by the Corporation.
- b. Notwithstanding the above, only one wreath or flower arrangement will be permitted on any plot to mark special occasions, which fall after October 15th (e.g. Remembrance Day; Christmas; Easter etc.). Such decorations must be removed within 30 days within placing them on the cemetery plot.
- c. Where the Corporation (Cemetery staff) has removed and disposed of vegetation, an article or an item, no person is entitled to compensation for that vegetation, article, or item.

6.10 Prohibited Use:

- 6.10.1 If in the opinion of the Corporation there are articles which are detrimental to efficient maintenance, or which constitute a hazard to machinery, employees, or visitors, such items will be removed by the Corporation.
- 6.10.2 No flower beds are permitted in the flat marker cremation sections, or in the Legion Section (Refer to Part 9).
- 6.10.3 Sheppard hooks or like stands will be removed by the Corporation if left empty for a prolonged period of time.
- 6.10.4 No borders, fences, railings, walls, cut stone copings, crushed rock surfacing, hedges etc. are permitted. Notwithstanding, the Corporation, with respect of any such enclosures herein erected around any plot, which by reason of neglect or age have become unsightly or objectionable, the Corporation may remove these items as to preserve the safety and dignity of the cemetery(s).

6.10.5 Lawn ornaments, lawn furniture (i.e. benches), stuffed animals, candles, ceramic / porcelain figurines, structures and/or perishable materials are not permitted, including glass / solar lights.

6.10.6 Glass containers or other breakable items of any kind will not be permitted.

PART 7: MONUMENTS AND MARKERS

- 7.1 Any Plot is defined as two or more lots in respect of which the rights to inter have been sold as a unit; A Space is defined as the individual space provided for the interment of one person within a Plot. A Plot can have any number of Spaces (e.g. a single space plot, a two space plot, a four space plot or an eight space plot).
- 7.2 All upright monuments must be placed on a concrete foundation, not less than 1.54 m (5 ft.) in depth from grade, or the depth of the interment, whichever is the greater.
- 7.3 Bench style markers are permitted; however, the bench supports must be rough edged and supported by 38.1 cm (15") diameter sauna tubes to a depth of 1.54 m (5 ft.), or a full concrete foundation.
- 7.4 No more than one (1) monument shall be erected on any (1) plot or space. Unless spaces permits and permission is obtained in writing from the Corporation. One marker with a flat and level surface set flush with the ground may be placed at each space in addition to the monument and shall not exceed 30.4 cm (12") by twenty 60.8 cm (24"). The marker shall be placed at the end of the space farthest from the monument.
- 7.5 Footstones of marble or granite are permitted but must not exceed 30.4 cm (12") by twenty 60.8 cm (24"), with a depth of 7.6 cm (3") to 20.32 cm (8"). Granite must be monumental grade free of cracks and checks and be cut smooth. No fieldstones are permitted. The upper surface must be flat with no projections and shall be set level with the ground surface.
- 7.6 Corner markers may be purchased from the Corporation and shall be installed by municipal staff and must be of granite or marble and shall be 15.24 cm x 15.24 cm (6" x 6") with smooth edges. Where the corner markers are not purchased from the Corporation when interment rights are purchased, they shall be installed by the municipal staff at a charge as set out in the cemetery price list. The Corporation reserves the right to refuse any corner markers that does not meet the specifications noted in this bylaw.

- 7.7 An inscription on any monument or other structure, or any monument itself, shall be in-keeping with the dignity and decorum of the cemetery(s).
- 7.8 Personal columbarium and monuments capable of holding urns for interments are prohibited. All cremated remains must be interred in-ground with the exception being the Corporation-owned Columbariums (existing monuments exempt).
- 7.9 The Corporation shall keep all monuments safe (i.e. minimizing risk) and in a state of good repair and the Corporation shall do whatever is necessary by way of repairing, resetting or laying down the marker so as to remove any risk identified. Such repairs shall come under the Care and Maintenance Fund for the cemetery.
- 7.10 Memorials shall be not more the 1.5 m (5 ft.) in total height from ground level.
- a. All memorials shall be constructed of monumental grade granite and shall be free and clear of defects or natural faults (such as cracks or checks) which could further affect the stability and safety of the memorial structure. Natural Boulder and Fieldstones are not permitted.
 - b. Foot markers and corner markers shall be constructed of granite, marble or bronze.
 - c. Statues or figurines that are permanent parts of the memorial must be constructed of monumental grade material.
 - d. Solar or other types of illuminators, that are deemed part of the monument, are not permitted.
 - e. Materials other than those mentioned above may not be used for the purpose of memorialization.
- 7.11 If a pad is placed under the die portion of an upright memorial, the foundation shall extend out and down to correspond with the pad.
- 7.12 Granite bases on memorials shall have rough (rock edges). Minor scragging of the monument base of an upright monument due to grass / lawn maintenance is considered normal wear and tear, and repair of same shall not be the responsibility of the Corporation.

- 7.13 Memorials shall have a maximum width of 65% of the plot. This will allow adequate space for the purpose of mowing, trimming, etc. The tablet or die portion of all upright style memorials shall be a minimum of 15.24 cm (6") and a maximum of 45.72 cm (18") at the joint.
- 7.14 Any monument work to be performed within the municipal cemeteries may require a completed and approved Monument Application Form be filed with the Corporation before work commences. Fees for processing applications and staking plots shall be collected in accordance with the cemetery price list.
- 7.15 The Corporation shall take reasonable precaution to protect the property of Internment Rights Holder(s), but it assumes no liability or responsibility for the loss of, or damage to, any monument, marker, or part of any article of any type that may be placed on any plot.
- 7.16 Pictures or photographs, as deemed appropriate by the Corporation, are permitted on markers; however, the Corporation will not be responsible for any damage to them. Any other attachments must be constructed on a non-corrosive material.
- 7.17 Pillow markers with smooth edged tablets shall be installed with a rough-edged granite base.
- 7.18 Flat markers only may be installed on Mickle Memorial Cemetery, Cremation Section "j" and Bethel Cemetery, Section "f". No memorials of any kind may be placed in the woodland scattering section of Lakeview Cemetery.
- 7.19 Cleaning or rubbings of monuments shall not be allowed except for qualified Contractors or companies experienced in these techniques.
- 7.20 The Corporation reserves the right to remove any markers found to be in contravention of this Bylaw.
- 7.21 The Corporation shall not be liable if, due to incorrect or improperly authorized instructions, a marker is installed in or removed from a plot; or lettering or carving on any marker or other structure is improperly carried out.

PART 8: MONUMENT DEALERS, CONTRACTORS AND OTHER PERSONS

- 8.1 Any employee of a Contractor who damages any plot, marker, monument or other structure, or otherwise does any injury in the cemetery(s), shall be personally responsible for such damages, or injury. In addition, the employer of the said worker shall be fully liable for any damages incurred.
- 8.2 Contractors, monument dealers and suppliers shall lay wooden planks on the burial lots and paths over which heavy materials / equipment are to be moved in order to protect the surface from damage if required and / or directed by the Corporation. Should the Contractor/ Monument dealer / Supplier damage cemetery grounds through their works and / or negligence, they shall be fully responsible to restore grounds to pre-site work conditions, to the full satisfaction of the Corporation.
- 8.3 Discharging of firearms, other than in regular volleys at Interment Services is prohibited in and around the cemetery(s).
- 8.4 Any complaints by the rights owners or visitors about any cemetery staff should be made to the Cemetery Operator (the Corporation).
- 8.5 Notice must be given to the Corporation of a minimum of two full working days in advance of any monumental work to be done in any of its cemeteries.
- 8.6 All monument dealers, Contractors and workers on the cemetery grounds must comply with all conditions as set by the Occupational Health and Safety Act.
- 8.7 Any Monument Dealers, Contractors or other workers working in the cemeteries must provide a Certificate of Liability Insurance as Proof of coverage by the Worker's Safety and Insurance Board and other regulatory requirements as may be applicable.

PART 9: ROYAL CANADIAN LEGION BRANCH 302 – CEMETERY SECTION

- 9.1 The area will be known as "The Cemetery of the Royal Canadian Legion, Harry Wray Branch 302, Gravenhurst". The Legion Cemetery Section is a memorial to those who died in the service of the country in both world wars and subsequent wars / world conflicts. The Corporation has established the Legion Cemetery Section to provide a fitting place for the burial of those who have served their country in war / world conflict or in peacetime.

- 9.2 Eligibility for burial in the Legion Cemetery Section is reserved for those individuals who would be accepted by the Royal Canadian Legion as regular members. Proof of such membership shall be provided to the Corporation.
- 9.3 The spouse of a veteran may, on request to the Corporation, be interred in the Legion Cemetery Section. Should the spouse predecease the partner and be interred in the plot the partner will purchase two plots on the understanding that the second one will be reserved for him/her. The privilege of the interment in the plot is extended to one spouse only, no other relations are permitted. Cremated remains of a veteran or spouse shall be placed in individual plots only and not upon existing graves.
- 9.4 The Legion may install on every plot, a flat veteran's marker, giving the veteran's year of birth, year of death, name, and regimental number. On the marker of the partner, the marker will denote the year of birth, year of death, and name.
- 9.5 The markers will be installed at ground level. No upright or vertical monuments will be permitted.
- 9.6 The cost of providing a marker shall be borne by the Rights Certificate Holder or those persons responsible for cemetery arrangements. Please contact Branch 302 for further details.
- 9.7 Plot decoration – one hanging basket or wreath may be allowed on each plot. Reference Section 6.9 and 6.10 of this Bylaw for more details on what is permissible and what is prohibited.

PART 10: CARE AND MAINTENANCE FUND CONTRIBUTIONS

- 10.1 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; 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. Contributions to the care and maintenance fund are not refundable except when interment or scattering rights are cancelled within the 30-day cooling off period.

PART 11: OFFENCE

- 11.1 Every person who contravenes any provision of the regulations is guilty of an offence and on conviction, where no other penalty is provided, is liable to a fine as established in the Funeral, Burial and Cremation Services Act, 2002, SO 2002, C.33 of not more than \$50,000 or to imprisonment for a term of not more than two years less a day or both.

Schedule 1 – List of Cemeteries

SCHEDULE 1 – NAME AND LOCATION OF MUNICIPALLY OWNED AND OPERATED CEMETERIES			
No.	Cemetery	Location	Size
1	Mickle Memorial	124 Lofty Pines Dr., Gravenhurst	10.53 ha
2.	Lakeview & St Paul's Roman Catholic	230 Wagner St., Gravenhurst	1.95 ha
3.		210 Wagner St., Gravenhurst	0.78 ha
4.	Lewisham	1707 Lewisham Rd., Lewisham	0.49 ha
5.	Barkway	1409 Barkway Rd., Barkway	1.08 ha
6.	Barkway Pioneer	1451-1 Barkway Rd., Barkway	0.34 ha
7.	Bethel	1350 Hwy 11 North, Severn Bridge	9.71 ha
8.	Morrison United	2985-1 Southwood Rd., Kilworthy	0.311 ha
9.	Church of our Lady	3411 Southwood Rd., Southwood	0.583 ha
10.	St. James Anglican	215 Violet St., Gravenhurst	0.398 ha
11.	Muskoka North (Reay)	1027 Heywood Ln., Gravenhurst	1.41 ha
12.	Symington	1010 Kilworthy Rd., Kilworthy	0.26 ha
13.	Lutheran	2080 Southwood Rd., Kilworthy	2.172 ha

Source: Town of Gravenhurst Parks Maintenance and Operations Plan, 2022