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THE CORPORATION OF THE TOWNSHIP OF SPRINGWATER

BY-LAW 2019-081

**Being a by-law to provide for Rules and Regulations for the care and control of cemeteries owned by the Township of Springwater**

**(Cemetery By-law)**

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

**And Whereas** the Corporation of the Township of Springwater owns and operates several cemeteries including one active cemetery known as the Midhurst Union Cemetery, located at 1444 St. Vincent Street, Midhurst;

**And Whereas** Council of the Corporation of the Township of Springwater deems it desirable to enact a by-law to regulate the operation, care and control of the Midhurst Union Cemetery and any other cemetery subsequently owned and operated by the Corporation of the Township of Springwater;

**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 Township of Springwater hereby enacts as follows:**

1. That the following schedules form part of this by-law:
  - Schedule A – Rules and Regulations for the operation, care and control of municipally owned cemeteries
  - Schedule B – Active and Inactive Cemeteries
2. That By-law 2007-117 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for the operation, care and control of municipally owned cemeteries inconsistent with this by-law are hereby repealed.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.

Read a First, Second and Third Time and Finally Passed this 6th day of November, 2019.



Don Allen, Mayor



Renée Chaperon, Clerk

Approval Date of Registrar:

November 27, 2019



## **Rules and Regulations**

Regulations for the Operation of Springwater Township municipally  
owned cemeteries

These rules and regulations governing the cemeteries owned and operated by the Corporation of the Township of Springwater have been approved by Council and the Registrar, *Funeral, Burial and Cremation Services Act, 2002* (FBCSA), Bereavement Authority of Ontario.

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## Section A - Definitions

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**BAO:** means the Bereavement Authority of Ontario.

**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, a niche in a columbarium or in a scattering garden.

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

**Care and Maintenance Fund:** A requirement under the FBCSA and O. Reg. 30/11 and 184/12 is 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. Interest earned from this fund is used to provide care and maintenance of lots, plots, markers and monuments at the cemetery.

**Cemetery:** Lands owned and operated by the Corporation of the Township of Springwater and approved under the FBCSA, for the interment of human remains and includes a mausoleum, columbarium, scattering garden, chapel or other similar structures.

**Cemetery Operator:** Means the Township of Springwater which reserves full control over the cemetery operations and management of land within the cemetery ground or a contractor given delegated authority by the Township.

**Columbarium/Columbaria:** A structure designed for the interment of cremated human remains in sealed compartments.

**Contract:** All purchasers of interment or scattering 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:** 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.

**Council:** Means the Council of the Corporation of the Township of Springwater.

**Cremation in-ground Lot:** Means a single space in an area of land in the cemetery set aside for cremated remains only, including a space for a single marker.

**FBCSA:** Means the *Funeral, Burial and Cremation Services Act 2002*.

**Fees and Charges:** (Also known as a Price List) means the list of cemetery fees and charges approved by Council.

**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:** The right to require or direct the interment of human remains or cremated human remains in a grave, lot, or niche 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, niche or scattering 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, or niche. They may be the person named in the Interment Rights Certificate or such other person to whom the rights have been assigned.

**Lot:** Means 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.

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

**O. Reg. 30/11 and 184/12:** Means Ontario Regulation 30/11 and 184/12 under the *Funeral, Burial and Cremation Services Act, 2002*.

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

**Scattering Right:** Means the right to direct the spreading cremated remains over a designated area within a cemetery with the knowledge and permission of the cemetery operator and in keeping with the cemetery operator's by-laws.

**Scattering Rights Holder:** Any person who holds the right to scatter cremated human remains in a specified lot or other designated area within the cemetery.

**Township:** Means the Corporation of the Township of Springwater.

## **Section B - General Information**

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### **Hours of Operation & Entry**

**Visitation Hours:** April to November                      Sunrise to Sunset

The road in the cemetery is not maintained during the winter months (which is generally November to April). The Township shall not be held liable for anyone entering the cemetery grounds outside of visitation hours, doing so is at the individual's own risk.

Entry into the cemetery shall be through the established entrance. No person shall enter the cemetery after sunset, before the sunrise.

**Office Hours:**           **Cemetery Operator – Township of Springwater**  
8:30 a.m. - 4:30 p.m. Monday to Friday  
(Excluding Statutory Holidays)  
Township Administration Centre  
2231 Nursery Road, Minesing ON

**Burial Hours:**           Monday to Friday    9:00 a.m. – 4:30 p.m.  
Saturday               9:00 a.m. – 4:00 p.m.

### **General Conduct**

The Cemetery Operator reserves full control over the cemetery operations and management of land within the cemetery grounds. This also extends to any contractor the Township has entered into an agreement with to assist in the management and operations of the cemetery.

No person may damage, destroy, remove or deface any property within the cemetery.

All visitors shall conduct themselves in a quiet manner that shall not disturb the cemetery grounds. Any person disturbing the peace, quiet and good order of the cemetery by noise or improper conduct, may be requested to leave the cemetery by the Cemetery Operator.

Children under the age of twelve (12) years must be accompanied by an adult when on the cemetery grounds. The accompanying adult shall be responsible for the child's conduct.

Dogs are permitted in the cemetery but shall be on a leash, and under control of their owner as not to disturb the peace and good order of the cemetery.

### **By-law Amendments**

All amendments to the Cemetery By-law must be:

- Published once in a newspaper with general circulation in the locality in which the cemetery is located;
- Conspicuously posted on a sign at the entrance of the cemetery; and
- 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 or their installation.

All by-laws and by-law amendments are subject to the approval of the Registrar, the *Funeral, Burial and Cremation Services Act, 2002* (FBCSA) as amended, and the Bereavement Authority of Ontario (BAO).

The cemetery shall be governed by these by-laws and all procedures will comply with the FBCSA and O. Reg. 30/11 and 184/12, which may be amended periodically.

### **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 or scattering right, save and except for direct loss or damage caused by gross negligence of the Cemetery Operator.

### **Public Register**

Section 110 of O. Reg. 30/11, *Funeral, Burial and Cremation Services Act, 2002*, 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 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.

### **Temporary Winter Storage**

Temporary storage during the winter months when burials cannot occur, may be made at the storage vault located at the Midhurst Union Cemetery. Charges for the use of the vault are outlined in the cemetery fees and charges list.

## **Section C – Sale of Interment/Scattering Rights**

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Interment Rights to a lot, plot, niche or scattering may be purchased from the Cemetery Operator at the rate set out in the current Cemetery Fees and Charges list and in accordance with approved plans. The prices for Interment/Scattering Rights include the applicable portion for deposit into 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 cemetery for services.

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

All payments for Interment/Scattering Rights shall be made to the Cemetery Operator.

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

- 1) Interment/Scattering Rights Certificate
- 2) Invoice marked paid
- 3) Copy of the Cemetery By-law and Rules and Regulations
- 4) Price List
- 5) Consumer Information Guide

## **Section D - Cancellation of Interment or Scattering Rights**

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Purchasers of interment or scattering rights acquire only the right to direct the burial of human remains and the scattering of cremated human remains, and the installation of monuments, markers and inscriptions, subject to the conditions set out in the cemetery by-law. No burial, entombment, scattering or installation of any monument, marker, inscription, or memorialization is permitted until the interment rights have been paid in full. An Interment/Scattering Rights Certificate will be issued to the Interment Rights Holder when payment has been made in full. The purchase of interment rights is not a purchase of real estate or real property.

### **Cancellation within 30 Day Cooling-Off Period**

A purchaser has the right to cancel an interment or scattering rights contract within thirty (30) days of signing the interment or scattering 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. If any portion of the interment or scattering rights has been exercised within the thirty (30) days, the purchaser is not entitled to cancel the interment or scattering rights.

### **Cancellation after 30 Day Cooling-Off Period**

Upon receiving written notice from the purchaser of the interment or scattering rights, the Cemetery Operator will cancel the contract and issue a refund to the purchaser for the amount paid for the interment or scattering rights 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 notice. If the interment/scattering rights certificate has been issued to the rights holder(s), the certificate must be returned to the Cemetery Operator along with the written notice of cancellation.

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

### **Resale of Interment or Scattering Rights after 30 Day Cooling-Off Period**

**All resales of Interment or Scattering Rights must be carried out through the Cemetery Operator.**

Unless the interment or scattering rights have been exercised, the purchaser retains the right to cancel the contract or re-sell the interment or scattering rights. Once payment for the interment or scattering rights has been made in full, and an Interment Rights Certificate has been issued, the interment or scattering rights holder(s), as recorded on the cemetery records, has the right to re-sell the interment rights back to the Cemetery Operator. Any resale of the interment right shall be in accordance with the requirements of the cemetery by-law and in keeping with the FBSCA and O. Reg. 30/11 and 184/12. The Cemetery Operator prohibits resale of interment or scattering rights to a third party.

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

### **Care and Maintenance Fund Contributions**

It is a requirement under the FBSCA and O. Reg. 30/11 and 184/12 that a prescribed amount or 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.

## **Section E - Resale and Transfer of Interment or Scattering Rights**

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### **Resale**

The Cemetery Operator prohibits the resale of interment or scattering rights to a third party and will 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.

The Rights Holder(s) requesting the resale of their rights must return the Interment/Scattering Rights Certificate to the Cemetery Operator and the Rights Holder(s) must endorse the 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).

The Cemetery Operator is not obligated to repurchase used interment rights where the rights have already been exercised (interment has taken place). It is at the discretion of the Cemetery Operator if exercised rights will be repurchased where disinterment has taken place.

The Cemetery Operator 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.

The Cemetery Operator is not required to repurchase unused scattering rights in a scattering ground if other scattering interment rights in the same scattering ground have been exercised.

## **Transfer**

Interment or scattering rights may be transferred to another party. A transfer is different from a resale as no monies are exchanged for the ownership of the interment or scattering rights, except for the transfer administration fee payable to the Cemetery Operator. Such rights will be transferred through the Rights Holder(s) making an application to the Cemetery Operator by completing the transfer portion of the Interment/Scattering Rights Certificate and payment of the applicable fee as set out in the cemetery price list.

The Cemetery Operator will issue a new Interment Rights Certificate to the transferee.

If an application is made to the Cemetery Operator to transfer interment or scattering 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.

## Abandoned Interment or Scattering Rights

If any Interment or Scattering Rights have not been exercised after a seventy-five (75) year period has passed from the date of sale, they may be considered abandoned. The Cemetery Operator may apply to the Registrar for a declaration that the Rights are abandoned after making inquiries and giving reasonable notices to find the Rights Holder(s) 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 re-sell the Interment or Scattering Rights in question.

## Section F - Interment and Scattering of Cremated Remains

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### Requirements for Interment

The following is required for an interment to take place:

1. Proof of ownership of the Certificate of Interment Rights
  - a) A copy of the Certificate of Interment or Scattering Rights; or
  - b) A sworn statement of ownership of the said certificate; or
  - c) An affidavit denoting legal representation or the power of attorney in lieu of ownership
  
2. Burial Permit or Certificate of Cremation

Interment or scattering rights holder(s) must provide written authorization prior to a burial, scattering, or an entombment taking place. Should the interment or scattering rights holder be deceased, authorization 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 that the death has been registered with the province must be provided to the cemetery office prior to a burial, scattering or entombment taking place. A Certificate of Cremation must be submitted to the cemetery office prior to the burial of cremated remains or scattering of cremated remains taking place.

In accordance with the FBCSA and O. Reg 30/11 and 184/12, the purchaser of interment or scattering 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, or each scattering of cremated human remains.

Payment must be made to the Cemetery Operator before a burial can take place.

The cemetery shall be given a minimum 48 business hours of notice for each burial of human remains or scattering of cremated human remains.

The opening and closing of graves, crypts and niches or the scattering of cremated remains may only be conducted by cemetery staff or those designated to do work on behalf of the cemetery.

The winter season shall be considered to be November 1<sup>st</sup> – April 30<sup>th</sup>, and no interments or scatterings shall take place during this period unless specifically authorized by the Cemetery Operator.

Cremated remains may be scattered within the designated area of the cemetery only.

A scattering rights contract must be completed and the payment of the scattering fee must be received before the scattering of cremated human remains within the cemetery can take place.

Once scattered, cremated remains cannot be retrieved.

### **Requirements for Disinterment**

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 by the Cemetery Operator 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).

### **Allotted Interments per Grave and Niche**

The following are the approved interments allowed per grave and niche:

<b>Full Grave/Lot</b>	One casket; or One casket and one urn; or Four urns
<b>Cremation In-ground Lot</b>	Maximum two urns
<b>Columbarium Niche</b>	Maximum two urns

### **Section G - Markers and Monuments**

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No memorial or other structure shall be erected or permitted on a lot until all charges have been paid in full and/or a permit is obtained from the cemetery operator.

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 normal wear and tear.

The Cemetery Operator will take reasonable precautions to protect the property of Interment Rights Holders, but it assumes no liability for the loss of, 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.

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 of 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 and this by-law.

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.

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 foot markers and cornerstones is 3 inches or 7.5 cm.

The minimum thickness for an upright monument is 8 inches or 20 cm.

All monuments and markers shall be constructed of bronze or natural stone (i.e. granite) and permitted only in specific designated areas. No boulders are permitted.

Minimum thickness of the dies shall be 8" (20.32 cm) and able to withstand the 200 lbs of horizontal force applied anywhere on the monument without toppling.

All monuments will include an 8" (20.32 cm) thick base with no less than 4" (10.16 cm) 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 3" (7.62 cm) on the surface of the base exposed on all sides. No part of the die shall exceed with width of the base at any point.

Family name (surname) only, may be inscribed on the back of a monument.

The Cemetery Operator reserves the right to determine the maximum size of monuments, their number and their location on each lot or plot. They must not be of a size that would interfere with any future interments. Below is the maximum size of monuments for a full grave lot/plot:

<b>Single Lot: One monument allowed, including an 8" (20.32 cm) thick base</b>	
Height	106.68 cm (42") overall height maximum
Width	76.2 cm (30") maximum
Thickness of die	20.32 cm (8") maximum
Base	76.2 cm (30") maximum x 30.48 cm (12") minimum
<b>Double Plot: One monument allowed, including an 8" (20.32 cm) thick base</b>	
Height	121.92 cm (48") overall height maximum
Width	121.92 cm (48") maximum
Thickness of die	20.32 cm (8") maximum
Base	137.16 cm (54") maximum x 30.48 cm (12") minimum
<b>Triple Plot or greater: One monument allowed, including an 8" (20.32 cm) thick base</b>	
Height	147.32 cm (58") overall height maximum
Width	182.88 cm (72") maximum
Thickness of die	20.32 cm (8") maximum
Base	137.16 cm (54") maximum x 30.48 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. Below is the maximum size of markers for a full grave lot:

<b>Lot Size</b>	<b>Permitted Marker</b>	<b>Size</b>
<b>Single lot</b>	Maximum 1 marker	60.96 cm x 45.72 cm (24" x 18")
<b>Double lot</b>	Maximum 1 marker	106.68 cm x 45.72 cm (42" x 18")

<b>Triple lot or greater</b>	Maximum 1 marker	152.4 cm x 45.72 cm (60" x 18")
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Location of markers/monuments:

- One marker centered at the head of the lot is permitted per single/double/triple lot
- One monument is permitted to be centred at the head on a single lot
- One monument shall be centred at the head between two lots and one monument shall be centred at the head between three or more lots

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

Pillow monuments may have up to an 8" to 5" slope when on a concrete or granite pad and shall be placed at the head of the lot only.

In any area of the cemetery where upright monuments are permitted (full grave/lot), corner stones or foot stones are also allowed.

### **Cremation In-ground Lot Memorialization**

For cremation in-ground lots, only one flat granite marker shall be permitted on each lot and are supplied and installed by the Cemetery Operator. The sale of the cremation in-ground lot includes the granite marker. The inscription on the marker is not included.

### **Columbarium Niche Memorialization**

The sale of a columbarium niche includes one bronze plaque for memorialization, which is supplied and installed by the Cemetery Operator. No other memorialization will be permitted on a niche.

The inscription on the bronze plaque will consist of the names of the deceased, the date of birth and date of death, plus one description line. The Cemetery Operator reserves the right to limit the number of lines and number of characters per line. All description lines are to be pre-approved at the sole discretion of the Cemetery Operator. No fraternal or service club insignias will be approved for inscription on the bronze plaque.

No external decoration will be allowed on the wall of, or near the columbarium. No photograph cases will be allowed to be attached to the niche.

## **Section H - Care and Planting**

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A portion of the price of interment and scattering 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 Operator.

Floral tributes are permitted, if placed on a grave at the time of the funeral. Floral tributes shall be removed from the lots by Cemetery staff as soon as they become unsightly.

Flowerbeds are permitted in the upright monument areas only (not in the cremation in-ground lot area). All requests for flowerbeds must be submitted to the Cemetery Operator in writing for approval. Flowerbeds that are permitted are restricted to be no more than 14 inches out front of the monument and the length of the monument. Wire and/or plastic fencing are not permitted around the bed. Flowerbeds must be kept presentable, or will be removed by the Cemetery Operator.

Artificial flowers and wreaths may be placed and remain on graves only from the first day of October to the first day of May. One artificial wreath or one artificial flower arrangement shall be permitted for any single lot, and no more than two on any other plots. If such decorations are not removed by the first day of May, they shall be considered abandoned and may be disposed of by Cemetery staff.

The planting of shrubs will be permitted upon written request to the Cemetery Operator, on each side of the monument, within the lot line, on the condition that the shrubs be controlled and trimmed so as not to obstruct the neighbouring monuments and grounds maintenance. Should these conditions not be respected, the shrubs will be removed by the Cemetery Operator without notice.

All grading, sodding, seeding, top-dressing, fertilizing, covering of graves and planting of trees and shrubs shall be done by the Cemetery Operator.

Rose bushes, containers and ornaments of glass, pottery and metal, corrosive metals, loose stones, sharp objects, trellises, arches or individual benches are not permitted to ensure safe condition of the cemetery grounds.

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.

## **Section I - Columbarium**

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Payment shall 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 workmanship, the cemetery reserves the right to inscribe and install the plaque onto the niche fronts.

External decorations (floral tributes, ornaments, etc.) are not permitted on the outer wall, niche or near the columbarium. No photograph cases will be allowed to be attached to the niche. The Cemetery Operator reserves the right to remove any external decorations without notice.

No person other than cemetery staff shall remove or alter niche fronts.

The cremated remains of not more than two (2) 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.

The inside dimensions of the niches 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 list.

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

The interment and/or disinterment of cremated remains are restricted between November 1<sup>st</sup> and April 30<sup>th</sup> or at the discretion of the Cemetery Operator.

## **Section J - Contractor/Monument Dealers**

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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, foundations, inscriptions, designs, drawings, plans and detailed specification relating to the work, proof of all applicable government approvals and permits, and the location of the work to be performed.

It is the responsibility of all contractors to report to the Cemetery Operator 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)

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 to perform work on weekdays after 6:00 p.m., on 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 services. 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 burials lots and paths over which heavy materials are to be moved in order to protect the surface from damage.

<b>BAO</b>		<b>BEREAVEMENT AUTHORITY OF ONTARIO</b>
L'AUTORITÉ DES SERVICES FUNÉRAIRES ET CIMETIÈRES DE L'ONTARIO		
<b>APPROVED</b>	<b>APPROUVÉ</b>	
In accordance with the <i>Funeral, Burial and Cremation Services Act,</i> 2002	Conformément à la Loi de 2002 sur les services funéraires et les services d'enterrement et de crémation	
Date of Approval/ Date de l'approbation	November 27, 2019	
File/Licence No. Numéro de Fiche/Permis	3301696	
By/ Par	Caucy Smith	

**Active and Inactive Cemeteries**  
**Owned by the Township of Springwater**

<b>Name</b>	<b>Address</b>	<b>Status</b>
Midhurst Union Cemetery	1444 St. Vincent Street	Active
Christ Church Cemetery	2894 Wilson Drive	Inactive
Midhurst Pioneer Cemetery	102 Doran Road	Inactive
Swan Family Cemetery (not formally recognized as a cemetery by the Ministry)	Part lot 51, Concession 2	Inactive
Vigo Roman Catholic Cemetery	Part lot 21, Concession 4	Inactive