

MUNICIPALITY OF HASTINGS HIGHLANDS

Municipal Cemetery

Schedule 'A' to Bylaw 2026-026

DRAFT



Municipality of Hastings Highlands
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The Municipality of Hastings Highlands

Hereinafter referred to as “the cemetery operator”

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Cemetery Bylaws

These bylaws are the rules that govern the operations of all cemeteries under operation by the Municipality of Hastings Highlands. They are in compliance with the *Funeral, Burial and Cremation Services Act, 2002* (FBCSA), Ontario Regulation 30/11 (O. Reg. 30/11) and Ontario Regulation 184/12 (O. Reg. 184/12), and have been approved by the Registrar, FBCSA, Bereavement Authority of Ontario (BAO) (“the Registrar”).

Effective date: May 20th, 2026

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A. DEFINITIONS

Act: The *Funeral, Burial and Cremation Services Act*, (FBCSA), 2002, S.O. 2002, (originally the *Cemeteries Act (Revised)*, R.S.O, 1990, C.4.); as amended, and the regulation thereto.

Base: The lower stone component of a monument that supports the die and any plinth. The base must be sized and constructed to provide stable support for the monument.

Bulk Purchase: Means the purchase, proposed purchase, or series of related purchases of multiple Interment Rights, plots, lots, or other cemetery rights or interests by the same person, related persons, or associated entities within a period determined by the Cemetery Operator.

Burial/Interment: The excavation and backfilling of an in-ground lot or plot for the disposition of human remains or cremated human remains.

Bylaw: The rules and regulations under which the Cemetery and all its components, facilities and functions operate.

Care and Maintenance Fund: The FBCSA, O. Reg. 30/11 and O. Reg. 184/12 require that an amount of money, that is the greater of a minimum prescribed amount and a percentage of the purchase price (excluding tax) of all interment rights sold, transferred or assigned; and prescribed amounts for monuments and markers, be contributed into the operator's care and maintenance trust fund. Interest earned from this Care and Maintenance Fund is used to cover the costs of care and maintenance of the cemetery, including markers and monuments, in perpetuity. Contributions to the Care and Maintenance fund are not refundable except when interment rights are cancelled within the 30 day cooling off period.

Cemetery(ies) Those cemeteries that are licenced and operated by the Municipality of Hastings Highlands.

Consent: The written authorization provided by the Interment Rights Holder, or by any other person legally authorized to act on their behalf, permitting the Municipality to carry out a specific cemetery service, including but not limited to an interment, disinterment, placement or installation of a monument, marker, or other memorialization. Consent must be provided on the prescribed municipal form and must include sufficient information to confirm the identity and authority of the individual(s) for granting consent. No cemetery service requiring authorization shall proceed without valid consent.

Contract: A written contract between the cemetery operator and the purchaser of interment rights, or other cemetery supplies and services.

Corner Posts: 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.

Cremated Remains: All recoverable bone fragments of a deceased human body that remain after cremation in a crematorium. Bone fragments are mechanically processed to reduce the particle size.

Die (Tablet): The upright stone portion of a monument that bears inscriptions or designs. The die is installed on a plinth or directly on the base.

Disinterment: The removal of human remains from a grave or lot.

Foundation: The below-ground concrete or stone structure that supports the base, plinth, and die of a monument and ensures the monument remains level and stable over time. The foundation has a minimum depth of six (6) inches (for flat markers over 173 sq. inches) and minimum forty-eight (48) inches for all upright monuments.

Grave: See **Lot**.

Hydrolyzed Remains: All recoverable skeletal bones of a dead human body that remain after hydrolysis in a hydrolysis facility. Bones are mechanically processed to reduce them to small particle size, similar to that of cremated remains. Any reference to “cremated remains” in these bylaws is understood to include hydrolyzed remains.

Interment: The placement of human or cremated remains in a grave or lot.

Interment Right: The right to require or direct the interment or disinterment of human remains or cremated human remains in a grave or lot, and to authorize the installation (and inscriptions) 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 authorize the interment of 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: An area of land in a cemetery containing or set aside to contain interred human remains.

Marker: Any permanent memorial structure – upright monument, flat marker, plaque, headstone, cornerstone or other structure or ornament affixed or intended to be affixed to a burial lot and may be used to indicate the location of a burial.

Municipal Interment Fee: The fee charged for each interment to cover the administration of a grave or cremation lot, including all required documentation, registration of the interment in the Public Register, and post-burial site restoration, such as backfilling corrections, topsoil placement, settling, and seeding.

(Preparation for cremation interments or full burials may be arranged through a funeral home or other authorized service provider, with written approval from the cemetery operator. In such cases, the excavation and backfilling are performed by that provider or its contractor, and any related charges are set and billed separately by that provider; however, the Municipal Interment Fee described above remains payable to the cemetery operator.)

Pet: Any domesticated animal that commonly cohabits in a family household for companionship and support.

Plinth: A stone or granite block installed between the base and the die (tablet) of a monument to provide additional height, support, or proportional balance. A plinth may be part of the original monument assembly or may be added later. A plinth must match the full width and depth of the die and may only be added or modified off-site in a controlled environment. The installation or addition of a plinth is considered a modification to the monument and requires a new Care and Maintenance fee, even if a Care and Maintenance fee was previously paid for the original monument.

Plot: Two or more lots in respect of which the rights to inter/bury have been sold as a unit.

Public Register: The record of cemetery information that must be kept and made available to the public in accordance with the requirements of the *Funeral, Burial and Cremation Services Act, 2002*.

Resident: A registered owner of a property in the Municipality, or a person who qualifies as a resident as defined in the *Municipal Elections Act, 1996, S.O.1996*, or the spouse or dependent child of such an owner or resident elector.

Secondary Interment: For the purpose of this Bylaw, secondary interment shall mean the interment of cremated remains into a lot where an interment has already been exercised.

Speculative Acquisition: Means the acquisition of Interment Rights primarily for investment, re-sale, stockpiling, or other commercial gain, rather than for present or reasonably anticipated interment, family, heritage, or commemorative purposes.

Locating/Staking Fee: The fee charged by the Cemetery Operator for researching records, locating and marking the position of a lot, grave, or foundation to permit interments, disinterments, or the installation, removal, or adjustment of a monument or foundation.

B. GENERAL INFORMATION

Municipal Office Location:

33011 Highway 62N
Maynooth, ON K0L 2S0

Office Hours: Monday 9:00 a.m. to 4:00 p.m.
Tuesday to Friday 8:00 a.m. to 4:00 p.m.

Cemetery Locations:

Active Cemeteries

Grace Cemetery
8 Williams Lake Road,
Maynooth, ON

Papineau Cemetery
104 South Papineau Lake Road
Maple Leaf, ON

St. Paul's Cemetery
25 Boulter Lake Road
Lake St. Peter, ON

Inactive Cemeteries

Purdy Cemetery
37643 Highway 62
Purdy, ON

Rutledge Cemetery
McCormick Road
Lot 17 Conc 3 Part 2
Monteagle Twp

Ries-Peever Settlement Cemetery
793 North Baptiste Lake Road
Maynooth, ON

Cemetery Hours of Operation:

Cemetery Visitation Hours: Sunrise to Sunset

*Cemetery is open in winter months for visitation, however, driveways are not maintained.

Burial of Cremated Remains:

Monday 9:00 a.m. to 4:00 p.m.

Tuesday to Friday 8:00 a.m. to 4:00 p.m.

Winter Burials:

The winter season shall be deemed to be from the first of November to April 30th or as determined by weather. No interments shall take place during this period except by medical certificate stating that interment must occur within twenty-four (24) hours of death in accordance with the Ontario Ministry of Health regulations for the control of communicable diseases.

General Conduct:

- a) The cemetery operator reserves full control over the cemetery operations and management of land within the cemetery grounds.
- b) No person shall break, injure or interfere with any tree or shrub, or pick, injure or remove any flowers, wild or cultivated, within the Cemetery.
- c) No person shall change the grading of any lot. In the case of such change, the Cemetery Operator may restore the lot to its original grade at the expense of the Right Holder(s).

- d) No person will make any walkways, cut any sod or move markers anywhere in the Cemetery.
- e) No open flames including candles are permitted on Cemetery property, unless prior approval has been granted by the Cemetery Operator.
- f) The dumping of domestic refuse (household garbage, yard debris, construction materials, etc.) is prohibited within the Cemetery grounds.
- g) No pets are permitted in the Cemetery.
- h) Vehicles within the Cemetery, apart from Cemetery vehicles, shall not leave the roadways or park on the grass unless instructed to do so. Overnight parking on Cemetery property is prohibited, on exception of Cemetery equipment.
- i) No person shall write upon, deface, mark or injure any monument, fence or other structure in the Cemetery.
- j) Any person disturbing the quiet or good order in the Cemetery by noise or other improper conduct, or who shall violate any provision of this Bylaw, shall be compelled to leave the Cemetery forthwith.
- k) Cemetery property is not to be used for any recreational activities (sports, hunting etc.)
- l) All visitors should conduct themselves in a quiet manner that shall not disturb other visitors, or any service being held.

Bylaw Amendments:

All cemeteries under the care and/or ownership of the cemetery operator shall be governed by these bylaws, and all procedures will comply with the FBCSA and O. Reg. 30/11 and 184/12, which may be amended periodically.

All Bylaw 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 each Cemetery; and
- c) delivered to each supplier of markers who has delivered a marker to the Cemetery during the previous year, if the Bylaw or Bylaw amendment pertains to markers or their installation.

All bylaws and bylaw amendments are subject to the approval of the Registrar, FBCSA, BAO and do not come into force until approval is received.

Liability:

The Cemetery Operator will take reasonable precautions to protect the property of the Interment Rights Holders, but it assumes no liability for the loss of, or damage to, any monument, marker or other structure, or part thereof without limitation (including damage by the elements, acts of God, or vandals). Minor scraping of the monument base of an upright monument due to grass/lawn maintenance is considered to be normal wear. In the event a monument or marker presents 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 to remove the risk.

Acknowledgement of Lot/Plot Location

Due to historical record limitations beyond the control of the Cemetery Operator, records and mapping for certain cemeteries and cemetery sections may be incomplete, inaccurate, contradictory, or otherwise unclear.

Any interment rights holder owning a lot or plot located in the north section of Grace Cemetery or any plots in Purdy Cemetery, and any heir or successor thereto, shall be required to sign an acknowledgment to these limitations and confirming responsibility for identifying and verifying the location of the said lot or plot for the purpose of interment.

This requirement shall also apply to any other cemetery or cemetery section where the Cemetery Operator determines that records or mapping are incomplete, inaccurate, contradictory, or unclear.

Interment rights shall only be recognized where a valid Interment Rights Certificate, or other proof acceptable to the Cemetery Operator, is provided. The Cemetery Operator does not confirm or guarantee the exact location of burial sites where historical records or mapping are incomplete, inaccurate, contradictory, or unclear.

Where interment cannot reasonably proceed without risk of disturbing an existing interment, or where the burial location cannot be reliably verified, the Cemetery Operator reserves the right to substitute a comparable lot or plot of equal size, class, and value.

Correction of Interment Errors:

In case of an error made by the cemetery operator, past or present, during an interment, disinterment or removal, or in the transfer of any interment rights for a lot or plot, the cemetery operator reserves the right to correct the error, and will take the following action, in consultation with the interment rights holder or their authorized representative:

- a) In the case of a transfer of interment rights, cancel such transfer and substitute and grant in lieu thereof other interment rights such as lot or plot, of equal or greater value and similar location as far as is reasonably possible and as may be selected by the cemetery operator, in its sole and absolute discretion, or refund a portion or all the money paid on account of the purchases of said interment rights, as shall be determined by the cemetery operator.
- b) In the event of any such error that may involve the interment or disinterment or removal of the remains of any person or persons in any lot or plot, the cemetery operator, upon written notification of the interment rights holder and the Medical Officer of Health, as necessary, may disinter and re-inter the remains in such other lot, plot, grave, of equal or greater value and similar location as may be substituted and granted in lieu thereof.

Public Register:

As required by the FBCSA, all cemetery operators must maintain a public register that is available to the public for review during regular office hours or by appointment, and without charge.

Public Register and Access:

The Municipality shall maintain a Public Register in accordance with Section 110 of Ontario Regulation 30/11 under the *Funeral, Burial and Cremation Services Act, 2002*. The official record shall be maintained at the Cemetery Office (the Municipal Office). At its discretion, the Municipality may provide access to register information through third-party digital platforms or online databases to enhance public access and support genealogical research. All access, disclosure, and sharing of register information shall comply with the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA) and the *Funeral, Burial and Cremation Services Act, 2002*, including its applicable regulations. In the event of any discrepancy between information displayed on a third-party platform and the official records maintained by the Municipality, the Municipality's official internal record shall prevail as the authoritative source.

Pet Interments:

Full body or cremated pet remains are not allowed to be interred or scattered anywhere 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 and consent from the Registrar, FBCSA, BAO, where necessary.

C. INTERMENT RIGHTS**Purchase of Interment Rights:**

The purchase of interment rights is not a purchase of real estate or real property. Interment right 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 these cemetery bylaws. No burial or installation of any monument, marker, inscription, or memorialization is permitted until the interment rights have been paid in full and the interment rights certificate has been issued.

In accordance with the FBCSA and regulations, the purchaser of interment rights must enter into a contract with the cemetery operator, providing such information as may be required by the cemetery operator for the completion of the contract and the public register. The Cemetery Operator may, where reasonably necessary for the proper administration of this Bylaw, limit, refuse, or impose conditions on any purchase. The purchaser will receive:

1. A copy of the contract
2. A copy of the cemetery bylaws
3. A copy of the price list
4. The BAO's publication *A Guide to Death Care in Ontario*, also known as the "Consumer Information Guide."
5. An Interment Rights Certificate will be forwarded to the person(s) listed as the interment rights holder(s) in the contract, after full payment is received.

Interment Preparation of Graves or Lots:

The Interment Preparation of graves or lots may only be conducted once written consent has been obtained and must be performed by the cemetery operator, or by a designate, contractor, or service provider authorized to carry out work on behalf of the cemetery. All

interments, including the interment of cremated remains, must be carried out under the direction and supervision of the cemetery operator or their designate, and no person may excavate or place human remains or cremated remains without such authorization. The cemetery operator may attend any interment for administrative or operational purposes.

The cemetery retains the right of passage over every grave so that the cemetery operations may be performed effectively.

The cemetery reserves the right to temporarily relocate a monument or marker if required to open and close a lot. The cemetery may also temporarily place the removed soil on an adjacent lot while an interment or disinterment is being carried out. The cemetery will make reasonable efforts to restore all lots after the interment or disinterment has been completed.

Remains must be delivered to the cemetery for interment in a closed casket or rigid container. Bodies delivered or presented only in a shroud will not be accepted for interment.

Notice Required:

The cemetery requires 2 business days notice for each interment of human remains.

No interments or disinterment's shall take place on weekends or statutory holidays unless coordinated through a recognized funeral home or approved service provider and the required consent has been obtained and signed by the cemetery operator. Additional fees may be charged for services conducted on these days.

Every effort should be made to complete a burial on the assigned day and time. Where, due to inclement weather conditions, health and safety concerns, or conditions beyond the cemetery operator's control, if an interment cannot be made at the scheduled time, the cemetery operator in coordination with the funeral home reserves the right to reschedule. The burial shall be completed as soon as possible.

Authorization, Information and Documents Required for a Burial:

The following items are required before an interment can take place:

Contract: For each burial of human remains, the purchaser or rights holder(s) must enter into a contract as described above in **Purchase of Interment Rights**.

Consent: The written authorization required before any interment may occur, provided by the Interment Rights Holder or their authorized designate. Identification and written direction may be required. If the Interment Rights Holder is deceased, authorization must be provided by the person legally authorized to act on their behalf under the *Succession Law Reform Act*. The cemetery operator must review and sign the Consent prior to the interment. Where the party requesting the interment activity is unable to provide evidence of ownership, the Municipal Clerk or designate will

require the party requesting the interment to sign a waiver saving the municipality harmless from all subsequent claims from such interment activity.

Proof of Registration of Death: A burial permit issued by the Registrar General (or equivalent document for deaths that occurred outside the province of Ontario) showing that the death has been registered must be provided to the cemetery operator prior to an interment taking place.

Certificate of Cremation: A Certificate of Cremation from a licensed crematorium must be submitted to the cemetery operator prior to the burial of cremated remains.

Payment: Interment rights and all services must be paid for in full to the cemetery operator before a burial may take place.

Authorization of Social Services Agency: If applicable, written instructions from a social services administrator must be submitted to the cemetery operator before a burial financially assisted by a Social Services Agency may take place.

Interment Rights for Unclaimed Persons: The Municipality shall not provide interment rights or cemetery services free of charge for an unclaimed person. All applicable fees and charges apply unless otherwise required by law or waived by Council resolution. Where the Municipality is required or authorized by law to arrange the interment of an unclaimed person, it may do so in accordance with applicable law and this bylaw.

Scattering of Cremated Remains:

Scattering of cremated remains is prohibited anywhere on cemetery grounds.

Burial Allowances for a Single Lot:

Standard In-Ground Interment

- a) Only one (1) full interment may be made in any lot.
- b) In addition to one (1) full interment, two (2) cremated remains may be interred in any lot.
- c) A maximum of three (3) cremated remains can be interred in any lot.

All interments must comply with the requirements of Ontario Regulation 30/11 made under the *Funeral, Burial and Cremation Services Act, 2002*. Each grave or lot must provide a minimum of sixty (60) centimetres (0.6 m) of soil cover above the uppermost part of the casket, container, or vault. The depth of excavation must be sufficient to achieve this minimum soil cover.

Where cremated remains are interred prior to a full casket burial, the cemetery operator or their designate will make reasonable attempts to locate and temporarily remove the urns to

accommodate the casket interment. Cremated remains placed in biodegradable or fragile containers may not be recoverable, and the cemetery operator is not responsible for damage or loss of cremated remains resulting from the condition of the urn or container. Temporary storage of disinterred cremated remains will be documented by the cemetery operator, and additional fees may apply. Please refer to the cemetery price list and the Disinterment section for further details.

D: BULK PURCHASES/ SPECULATIVE ACQUISITION

The Cemetery Operator may establish administrative limits on the number of Interment Rights that may be purchased by a person, family, corporation, or other entity within a specified period, and may exempt or vary such limits where satisfied that the purchase serves a legitimate family, estate, heritage, or community purpose and does not constitute speculative acquisition.

1. The Cemetery Operator may, in its sole discretion, limit, refuse, or place conditions on the purchase of Interment Rights for multiple plots or lots where the Cemetery Operator determines that the proposed purchase may:

- a) adversely affect the orderly administration of a Cemetery;
- b) reduce the availability of interment space for residents, ratepayers, families, or other persons with a bona fide connection to the Municipality or surrounding community;
- c) undermine a Cemetery's purpose as a public cemetery serving local community and heritage needs;
- d) facilitate speculative acquisition, stockpiling, or re-sale activity inconsistent with the long-term public interest of a Cemetery; or
- e) otherwise conflict with the Cemetery Operator's obligation to manage cemetery capacity fairly, responsibly, and sustainably.

2. Without limiting section 1, the Cemetery Operator may review and determine, on a case-by-case basis:

- a) the number of Interment Rights proposed to be purchased by a person in a single transaction or over a defined period;
- b) whether the purchaser has identified a present family, ancestral, cultural, heritage, or community connection to a Cemetery or the Municipality;
- c) whether the purchase is intended primarily for future interment need, estate or family planning, or another legitimate non-speculative purpose; and
- d) any other factor the Cemetery Operator considers relevant to the preservation of cemetery capacity, local heritage, and equitable public access.

3. For greater certainty, nothing in this Bylaw creates entitlement for any person to purchase any specific number of plots, lots, or Interment Rights, and all purchases remain subject to availability, this Bylaw, and the approval of the Cemetery Operator.

4. Nothing in this section prohibits a transfer or resale otherwise permitted by applicable law and this Bylaw, but no person shall use permitted resale rights to circumvent this section or any decision made under it.

The Cemetery Operator shall administer the Cemetery in a manner that promotes equitable access, long-term capacity management, and the preservation of our Cemetery's local historic, cultural, and community significance.

E. CANCELLATION OF INTERMENT RIGHTS WITHIN THE 30-DAY COOLING OFF PERIOD

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

F. RESALE, CANCELLATION OR TRANSFER OF INTERMENT RIGHTS AFTER THE 30-DAY COOLING OFF PERIOD

RESALE OF INTERMENT RIGHTS IS PERMITTED

The rights holder has the right to sell their interment rights to a third-party before the rights are exercised, at an amount that is no greater than the price of those rights as indicated on the cemetery's current price list at the time of resale. Before reselling the rights, the rights holder may first inquire whether the cemetery operator is willing to repurchase the rights at a negotiated price. Any resale of interment rights shall be in accordance with the requirements of the cemetery bylaws and in keeping with the FBCSA and Ontario Regulations.

REQUIREMENTS FOR THIRD PARTY RESALE:

Right of First Refusal and Market Value Disclosure

Before selling interment rights to a third-party purchaser, the Interment Rights Holder must first offer the rights to the cemetery operator. The cemetery operator may exercise the right of first refusal or may negotiate the repurchase price with the Rights Holder, less the amount

contributed to the Care and Maintenance Fund. The cemetery operator must inform the Rights Holder of the current market value of comparable interment rights before the Rights Holder proceeds with any third-party sale.

Requirements When Selling to a Third-Party Purchaser

When an Interment Rights Holder (IRH) chooses to sell interment rights to a third-party purchaser, the seller and purchaser must meet with the Cemetery Operator to complete the required transfer documentation. Before this meeting takes place, the Rights Holder must provide the purchaser with:

1. **The original Interment Rights Certificate**, endorsed with:
 - a signed statement from the Rights Holder confirming the sale;
 - confirmation from the Cemetery Operator that the seller is recorded as the current Rights Holder;
 - the date of the sale;
 - the name and address of the purchaser;
 - disclosure of any outstanding amounts owing to the Cemetery Operator.
2. A written statement confirming that no interments have been made in the lot(s).
3. Any documents in the Rights Holder's possession relating to the interment rights.
4. A current copy of the cemetery bylaws and a current price list.

Once all requirements are satisfied and the applicable transfer fee is paid, the Cemetery Operator will issue a new Interment Rights Certificate to the purchaser.

Upon issuance of a new interment rights certificate the third-party purchaser becomes the current Interment Rights Holder, and the resale is considered final in accordance with the cemetery bylaws and the *Funeral, Burial and Cremation Services Act, 2002*.

Requirements Before a Purchaser May Exercise Their Rights

Before a purchaser may use or exercise any interment rights, the transfer must be completed through the Cemetery Operator, and the purchaser must be issued/ have in their possession an Interment Rights Certificate in their name.

Transfer of Interment Rights (No Consideration)

If interment rights are transferred to another person without payment, the same requirements listed above apply, with necessary modifications for a transfer rather than a sale. An administrative fee will apply.

Administration Fee

An administration fee applies to all resales or transfers of interment rights requiring the issuance of a new Interment Rights Certificate. This fee, along with the fee for replacing lost or damaged certificates is listed on the cemetery's price list.

Declaration of Abandonment

Where no interment has occurred in a lot within 20 years of the original sale of the interment rights, the cemetery operator may, in accordance with Section 49 of the *Funeral, Burial and Cremation Services Act, 2002*, apply to the Registrar for a declaration that the interment rights are abandoned.

Appeal of Decision on Abandoned Rights

Any person whose interment rights have been resold after being declared abandoned may apply to the Registrar for redress. Upon receiving an application for redress, the Registrar shall order the Cemetery Operator to provide better or equivalent interment rights in that cemetery or to refund the amount that it would cost to repurchase better or equivalent interment rights in the cemetery or if no interment rights are available in the cemetery, in the closest cemetery appropriate to the religious or ethnic affinities of the person whose interment rights have been resold. Determination of a better or equivalent, or to refund the amount, will be made by the Municipality of Hastings Highlands Council at the direction of the Municipal Clerk.

G. DISINTERMENT

Human remains may be disinterred from a lot with the written consent of the interment rights holder and prior notification to the local Medical Officer of Health. Notification to the local Medical Officer of Health is not required for the disinterment of cremated remains. In some circumstances, the disinterment of human remains may be ordered by one or more public officials (e.g., Court Order, Coroner's Office etc.) and will take place without the consent of the interment rights holder(s) and/or next of kin.

The cemetery is not responsible for damage to any casket, urn, container, or vault which may occur during a disinterment. Additionally, due to the length of time that a casket, urn, container, or vault has been interred and the conditions to which it has been exposed, the cemetery cannot guarantee that it can retrieve the complete casket, urn, container, or vault interred in the cemetery. Should a new casket, urn or container be required at the time of disinterment, it shall be at the expense of the party authorizing the disinterment. Additionally, the cemetery operator has the right to request that a licensed funeral director be present for the disinterment at the expense of the party authorizing the disinterment.

Disinterments will be scheduled at a day and time designated by the cemetery operator. The cemetery operator reserves the right to close the cemetery or the section where the disinterment is to take place. Only those persons required or permitted by the cemetery to

attend a disinterment shall be allowed to enter the cemetery or the section involved during a disinterment.

If reinterment does not take place within the same lot and if existing memorialization (monument, marker, niche front or crypt front) needs to be removed, it will be at the expense of the person authorizing the disinterment.

Once a disinterment has been completed, the lot space shall be considered available to the interment rights holder for a new interment, transfer or resale in accordance with these bylaws. If the grave space from which a disinterment has occurred, is transferred or resold, the new interment rights holder must be made aware of the previous disinterment and agree in writing to such knowledge as part of the transfer or resale agreement.

H. MEMORIALIZATION / MONUMENTS

No memorialization may occur without applying for consent to the cemetery operator.

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

No monument, 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.

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.

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.

Each single lot may contain one upright monument and up to two flat markers. If no upright monument is installed, a maximum of three flat markers may be permitted. Corner posts identifying lot boundaries are not considered markers for the purpose of this section.

Plinths are permitted, provided they are added off-site in a controlled environment after the monument has been removed. Prior written approval from the cemetery operator is required before any monument is removed, modified, or re-installed, including the installation of a plinth. The plinth must be manufactured to run the full width and depth of the die (tablet) to ensure stability and proper alignment. It is the responsibility of both the monument company and the Interment Rights Holder to ensure that the addition of a plinth does not compromise the structural integrity of the monument, including confirming that the existing foundation is adequate to support the total height, weight, and configuration of the completed monument. A Care and Maintenance fee, as prescribed under the *Funeral, Burial and Cremation Services Act, 2002* and Ontario Regulation 30/11, applies to the installation or modification

of any monument or marker, including the addition of a plinth. The cemetery operator assumes no responsibility for damage or structural deficiencies arising from the removal, handling, installation, or modification of monuments, bases, foundations, or plinths.

All foundations for monuments and markers must be constructed by a monument company or contractor approved by the Cemetery Operator, at the expense of the Interment Rights Holder. The Cemetery Operator does not construct foundations. All foundations must meet the Cemetery Operator's specifications and are subject to inspection and approval before a monument may be installed. If, in exceptional circumstances, the Cemetery Operator arranges for a foundation to be constructed, the Interment Rights Holder will be charged the direct cost with no markup.

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 the Corporation.

A monument and/or foundation shall be erected only after the specific design plans have been approved by the cemetery operator including dimensions, material of structure, construction details, and confirmed location.

No monument may be delivered to the cemetery for installation until the foundation has been completed and written permission has been obtained from the Cemetery Operator by the Interment Rights Holder and/or the monument retailer.

Concrete foundations are required for all upright monuments. The foundation for upright markers shall extend two (2) inches beyond the base on all sides, be flush with the ground and shall be forty-eight (48) inches deep. Flat markers less than 173 sq inches do not require a foundation. Flat markers over 173 square inches require a solid approved foundation to prevent the marker from sinking. Due to inclement weather conditions and frost in the ground, foundations will not be constructed between October 15 and May 15 of each year, or at the discretion of the cemetery operator. Foundations must be cured for a minimum of forty-eight (48) hours before placing the monument.

Upright monuments that are erected in the cemetery must be installed upon an adequate foundation that meets or exceeds the following specifications:

- i) All foundations must be a minimum depth of four feet (4').
- ii) When foundations are installed on a sloped area, the depth of four feet (4') must be measured from the lowest point of ground to the bottom of the excavation.
- iii) Foundations shall extend two inches (2") beyond the monument base on all sides. Example: a 30" x 14" base requires a 34" x 18" foundation. The foundation dimensions shall be constant from the surface to the bottom, constituting an oversized foundation rather than a capped foundation.
- iv) The bottom of the foundation excavation should be equal to the top of the opening, and the sides of the excavation should be straight and smooth.

v)The top of the foundation should be level and true when checked with a two-foot (2') carpenter's level. The tolerance shall be maintained to a maximum deviation of 1/16" in any direction over two feet (2').

vi)The use of forms at the top of the foundation should be utilized.

vii)Shoring of foundations may be necessary, depending on the soil conditions encountered in various areas of the cemetery, to prevent soil collapse.

viii) A concrete mix of 20 MPA minimum.

The minimum thickness for flat markers including footstones is 4 inches or 10 cm.

Monuments cannot be placed 'back-to-back' against another.

Pillow or book monuments are considered upright monuments.

Flat Markers are to be flat on top and set level with the ground with no projections so that a mower can pass over them.

All monuments and markers shall be constructed of bronze, granite or marble.

Statuary shall be an integral part of the marker and shall not be placed anywhere other than on the marker base. Statuary will be included in determining the height width and size of the marker. Statuary must be made of bronze, granite, or marble.

Markers and footstones of bronze, granite or marble are permitted with size and quantity restrictions according to these bylaws and the placement of such memorials shall not interfere with future interments.

Memorials – monuments, markers, plaques etc. are owned by the interment rights holder and the cemetery operator is not responsible for their loss or deterioration. Interment right holders may wish to consider adding memorials to their own insurance coverage.

The Cemetery Operator regularly inspects the cemetery, and where a monument appears unstable or poses an immediate safety concern, appropriate temporary measures may be taken to secure the area and protect the public. 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 to remove the risk.

These interim safety actions are undertaken solely to address immediate risk and do not constitute an assumption of responsibility for the repair, replacement, or ongoing maintenance of the monument or its foundation.

Long-term care, repair, or restoration of monuments remains the responsibility of the Interment Rights Holder or their successor. Where permitted under applicable legislation and where funds are available, the Cemetery Operator *may* use the Care and Maintenance Fund to assist with eligible maintenance work for safety or operational

purposes. Where circumstances require, such work may be carried out without prior notice.

Any removal, modification, or re-installation of a monument—including the addition of a plinth—is conducted entirely at the risk of the Interment Rights Holder and the monument company or service provider performing the work. The cemetery operator assumes no responsibility for damage to the monument, base, or foundation arising from the removal, handling, modification, transportation, or re-setting of the monument, nor for any structural instability resulting from changes made to the monument or its components. It is the responsibility of the Interment Rights Holder and the service provider to ensure that all work is performed in a safe, controlled environment and that the monument and foundation remain structurally sound following re-installation

I. CEMETERY CARE AND MAINTENANCE

Interment Rights Care and Maintenance Contribution

For each purchase of interment rights, a care and maintenance contribution—40% of the interment rights subtotal or \$290, whichever is greater—must be deposited into the cemetery's Care and Maintenance Fund, as required under the *Funeral, Burial and Cremation Services Act, 2002* and Ontario Regulation 30/11.

Monument and Marker Care and Maintenance Contribution

A care and maintenance fee, required under the *Funeral, Burial and Cremation Services Act, 2002* and Ontario Regulation 30/11, must also be deposited into the cemetery's Care and Maintenance Fund at the time any monument or marker is installed. The applicable amounts are prescribed on the cemetery's price list.

For interment rights purchased prior to 1955, or where no record exists confirming the date of purchase or the payment of the required Care and Maintenance contribution, the cemetery operator shall collect the Care and Maintenance Fee in accordance with the current price list. This fee shall be payable at the time of the first interment in the lot, or at the time of any transfer or resale of the interment rights, whichever occurs first. The required contribution will be deposited into the Care and Maintenance Fund in accordance with the *Funeral, Burial and Cremation Services Act, 2002* and Ontario Regulation 30/11. This is only applicable if no prior interments have occurred.

Use of Care and Maintenance Fund Income

Income earned from the Care and Maintenance Fund is used in perpetuity to maintain, secure, and preserve the cemetery grounds, common areas, and markers. Services supported by this fund may include:

- Maintenance of cemetery roads and drainage swales
- Maintenance of perimeter walls and fences
- Maintenance of cemetery landscaping
- Repairs and general upkeep of cemetery maintenance buildings and equipment
- Minor stabilizing and securing of monuments and markers, as income permits.

J. CARE, PLANTING AND DECORATIONS

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

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.

Should existing plant material (e.g., trees, shrubs etc.) become unsightly, neglected, obscure the monument, or infringe on an adjacent lot or plot, the plant material will be removed by the cemetery operator and the area restored to lawn. The removal of plant material may also be necessary for the excavation and preparation of a grave. The cemetery operator will not be held liable for the removal of any plant material.

The Cemetery reserves the right to remove decorations or vegetation when they become withered or unsightly, or for any other reason such removals are in the best interest of the Cemetery.

Artificial flowers are permitted, provided they are properly maintained and not detrimental to the general maintenance of the Cemetery.

Cut flowers are allowed on all lots and must be placed in non-breakable receptacles. The cemetery operator reserves the right to disallow or remove quantities of memorial decorations, greenery or plant material considered to be excessive and that diminish the otherwise tidy appearance of the cemetery.

Floral arrangements with saddles are permitted to remain on the monuments throughout the year. These arrangements are to be properly maintained and may be removed by the cemetery staff should their condition detract from the appearance of the cemetery.

K. ITEMS THAT ARE PROHIBITED AND PERMITTED

The cemetery operator reserves the right to regulate the articles placed on lots or plots that pose a threat to the safety of all interment rights holders, visitors to the cemetery and cemetery employees, prevents the cemetery from performing general cemetery operations, or are not in keeping with the respect and dignity of the cemetery.

Temporary markers will be allowed up to two (2) years after the interment, after which time, the cemetery operator reserves the right to remove and dispose of them without notice.

Ground ornamentation such as vases, wreaths and decorative garden stones are to be removed by October 20 of each year. Items remaining after this date shall be removed and disposed of by the cemetery operator.

Prohibited articles: To maintain the cemetery as a dignified, natural space and to prevent the accumulation of items that may deteriorate, create safety hazards, or detract from the appearance of the grounds, only decorations that are in keeping with the landscape and monument design are permitted. The following articles are prohibited: non-heat-resistant glass (excluding monument-attached glass), ceramic items, corrosive metals, loose stones or sharp objects, trellises, arches, borders, shepherd hooks, solar lights, chairs or benches, and string lights. The cemetery operator reserves the right to remove and dispose of any prohibited article without notice. For clarity on what is permitted, please contact the cemetery operator before placing any items on a lot.

Tents from approved vendors are permitted for interment services only.

Any permitted articles placed on lots are the sole responsibility of the interment rights holder(s). The cemetery operator is not liable for the loss, damage, deterioration, or removal of any articles placed within the cemetery.

L. CONTRACTOR/MONUMENT DEALER BYLAWS

Any contract work to be performed within the cemetery (including but not limited to landscaping, delivery and installation of monuments and markers, inscriptions) requires the written pre-approval of the interment rights holder and the cemetery operator before the work may begin. Pre-approval documents include: design drawings, plans and detailed specifications 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 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:

- 1) WSIB coverage
- 2) Occupational Health and Safety compliance standards
- 3) Environmental Protection
- 4) WHMIS
- 5) Evidence of liability insurance of not less than \$2 million
- 6) Understanding of AODA legislation and Accessible Customer Service training

These cemetery bylaws apply to all contractors and all work carried out by contractors within the cemetery grounds.

No work will be performed at the cemetery except during the regular business hours of the cemetery. Contractors, monument dealers and suppliers shall not do any work in the

cemetery in the evening, on weekends or on statutory holidays, unless prior approval has been granted by the cemetery operator.

All contractors must obtain prior authorization to complete work by contacting the cemetery operator. No work is to be scheduled that will conflict with a scheduled funeral service or interment. Contractors shall temporarily cease all operations if they are working within the cemetery where a funeral is taking place until the conclusion of the service.

To protect the grounds from surface damage, contractors, monument dealers and suppliers shall lay wooden planks on the burial lots and paths over which heavy materials are to be moved.

For the safety of all visitors and staff, all work sites must be secured when left unattended. Contractors working within the cemetery must remove all implements, equipment and garbage from the cemetery at the end of each workday and at the conclusion of the work.

M. CHARITABLE DONATIONS AND BEQUESTS

Acceptance of Donations

The Cemetery Operator may consider charitable donations or bequests for cemetery purposes, including operations, beautification, heritage preservation, infrastructure improvements, or other purposes approved by the Cemetery Operator.

All donations and bequests are subject to review and approval by both the Cemetery Operator and Treasurer (or designate). Either party may decline a proposed donation or bequest or impose additional terms and conditions upon acceptance. Acceptance of any donation or bequest shall not obligate the Municipality to use funds or items in accordance with donor preferences. All donations and bequests shall be administered in accordance with the *Funeral, Burial and Cremation Services Act, 2002*, applicable regulations, and municipal policies.

Individuals wishing to obtain further information about making a donation or bequest for cemetery purposes may contact the Municipality.

Administration of Donated Funds

Funds donated or bequeathed for cemetery purposes shall be administered by the Cemetery Operator in accordance with applicable legislation and municipal policy. Donor preferences may be considered but are not binding; however, the allocation, and use of such funds shall remain at the sole discretion of the Cemetery Operator and shall be independent of interment rights transactions, including the pricing, availability, or provision of cemetery supplies or services

Donated Items

Any item donated for cemetery purposes is subject to the approval of both the Cemetery Operator and the Treasurer (or designate) and shall comply with this bylaw and any

applicable municipal requirements. In determining whether to accept a donated item, the Cemetery Operator and the Treasurer (or designate) may consider its suitability, durability, maintenance requirements, and any associated costs.

Either the Cemetery Operator or Treasurer (or designate) may refuse any donation it considers unsuitable, burdensome, or inconsistent with cemetery operations and municipal standards. No physical donation shall be accepted without prior approval. Upon acceptance, donated items become the property of the Municipality and may be maintained, relocated, altered, repaired, or removed at any time, as deemed appropriate by the Cemetery Operator.

No Rights Conferred

Acceptance of any donation or bequest shall not create any obligation, expectation, naming right, memorial right, or other entitlement unless expressly authorized in writing by the Municipality.