

# Bylaws for The Lindsay Cemetery Corporation's Riverside Cemetery, Lindsay, Ontario

## Forward

This booklet contains the Bylaws of The Lindsay Cemetery Corporation (hereinafter referred to as "Cemetery"). They have been approved by the Registrar, Ontario Ministry of Consumer Services, Cemeteries Regulation Unit.

Riverside Cemetery was opened in August 1870, when a group of public spirited citizens of Lindsay decided that a suitable burial ground should be available to meet the needs of the growing community.

A ten acre plot of land located on the east bank of the Scugog River was purchased for cemetery purposes in perpetuity.

During the succeeding years, the property has been enlarged to its present size of some sixty acres and has been improved and landscaped with roads, its own water system, Columbaria, and a Crematorium, to provide a gracious and dignified resting place for past generations.

The cemetery is a not for profit charitable organization operated for the benefit of the Interment Rights Holders. All moneys are used exclusively for the maintenance, expansion and improvement of the cemetery. The Cemetery is not owned and/or operated by the City of Kawartha Lakes and does not receive any subsidies from the municipality.

The operation and administration is governed by a board of directors who are elected annually by the Interment Rights Holders and give their time and services without remuneration. All Interment Rights Holders have the right to attend the annual meeting and vote.

Management earnestly request that Interment Rights Holders and visitors observe the rules and regulations contained in this booklet.

The Lindsay Cemetery Corporation accepts donations for the benefit of improvement to the cemetery grounds and operations. Donations may be submitted at the main office in person, by mail or by testate. All donations are tax deductible and a receipt shall be issued.

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## Glossary of Terms

**Burial:** The opening and closing of a Lot or Grave (in ground) for human remains or cremated human remains (including the scattering of cremated human remains).

**Bylaws:** The rules and regulations under which the Cemetery operates.

**Care and Maintenance Fund:** All Interment Rights are sold in perpetuity. As a requirement under provincial legislation, a portion of the purchase price of each Interment Right, scattering of cremated remains, and the prescribed amount payable upon installation of Monuments and Markers, and the building of Private Mausoleums or Columbariums is contributed into an irrevocable trust fund – The Care and Maintenance Fund. Income from the Care and Maintenance Fund is used to provide general care and maintenance of the Cemetery.

**Columbarium:** A structure containing individual compartments or Niches for the placement of human cremated remains.

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

**Crypt:** An individual compartment in a Mausoleum for the placement of human remains.

**Entombment:** The opening and closing of a Crypt for the placement of human remains, or the opening and closing of a Niche for the placement of cremated human remains.

**Grave:** Any Interment Right (cremation, child, or adult) which permits a Marker to be set flush and level with the ground in the Marker Space, or attached to an adjacent feature wall as defined in the Interment Rights Certificate. (Also refer to Lot definition.)

**Interment Right:** The right to require or direct the Burial or Entombment of human remains or cremated human remains in a Grave, Lot, Niche or Crypt.

**Interment Rights Certificate:** A document, issued by the Cemetery once Interment Rights have been paid in full, specifying the ownership of the Interment Rights, memorialization options and planting restrictions.

**Interment Rights Holder:** A person, firm, or corporation holding the right to direct the Burial or Removal of human remains, cremated human remains, and associated memorialization in an Interment Right as registered in the Cemetery records.

**Lot:** Any Interment Right (cremation, child, or adult) which permits the installation of a Monument in the Monument Space. (Also refer to Grave definition)

**Marker:** A memorial constructed of bronze or granite, set flush and level with the ground in the Marker Space, except where attached to the feature wall adjacent to the Grave.

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

**Mausoleum:** A structure or building containing individual compartments or Crypts for the placement of human remains.

**Memorials:** All Markers or Monuments, Columbarium Niche or Mausoleum Crypt fronts, and any other form used to inscribe the names of individuals buried or interred within the Cemetery.

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**Monument:** An upright (above-ground) memorial, constructed of granite or bronze material, installed within the designated Monument Space of a Lot(s).

**Monument Base:** That portion of the Monument, constructed of granite, and set on the concrete Monument foundation to provide stability and protection for the Monument Tablet.

**Monument Tablet:** Those portions of the Monument set on the Monument Base, containing the design and memorial inscription.

**Monument Foundation:** The in-ground concrete foundation, constructed to support the Monument Base, a minimum of 137 cm (4 ft. 6 in.) in depth.

**Monument Space:** That portion of the Lot(s) designated to contain the Monument and planting area.

**Niche:** An individual compartment in a Mausoleum or Columbarium for the Entombment of cremated human remains.

**Purchaser:** The individual purchasing the Interment or Scattering Right, products or services. The Purchaser does not hold or maintain the right to direct Burials, Entombments, cremated remains scattering, or memorialization unless they are registered as the Interment Rights Holder(s) and are so named on the Interment Rights Certificate.

**Removal:** The Removal of human remains, including cremated human remains, from a closed or sealed Grave, Lot, Niche or Crypt.

**Scattering:** The act of spreading or scattering cremated remains on the surface of land.

**Scattering Ground:** Land within a Cemetery that is set aside to be used for the scattering of cremated human remains.

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## 1. General Information

### 1.1 Hours of Operation

**Cemetery Grounds Visitation Hours:** Interment Rights Holders and the general public can visit the Cemetery grounds during daylight hours. The Cemetery is opened Monday to Friday at 8:00 am daily and closes at 4:30 pm. Gates are closed Saturdays, Sundays and holidays with the exception of the main entrance by the office, which is open on these occasions.

Exceptions will be posted at cemetery entrances.

**Office Hours:** Office hours are Monday to Friday 8:30 am to 4:30 pm, and closed between 12 noon and 1 pm.

**Burial Hours:** Burials will be carried out between the hours of 9:00 am and 3:30 pm Monday through Friday (excluding statutory holidays). Additional service charges will apply for burials arriving at the Cemetery after 3:30 pm and on Saturdays.

**1.2 Private Property:** Riverside Cemetery is privately owned land. Interment Rights Holders and public visitors may enjoy the use of the Cemetery at their own risk and shall be governed by the following:

- **Damage to Property:** No one may damage, destroy, remove or deface any property in or belonging to the Cemetery;
- **Vehicles:** Vehicles within the Cemetery shall be driven at a speed less than 20 km/hr. At no time shall such vehicles park or drive on the grass. Owners of vehicles will be held liable for any damage caused by their drivers or vehicles;
- **Improper Conduct:** In the sole opinion of the Cemetery, any person whose actions, conduct, behaviour, or attire disturbs the decorum of the Cemetery, or who violates these Bylaws may be required to leave the Cemetery grounds;
- **Pets** must be in the control of their owners. Dogs must be kept on a lead at all times and owners are responsible to clean up after their pets;
- **Special Events:** Special Events are permitted with the prior approval of the Cemetery;
- **Soliciting:** Canvassing, soliciting, advertising or distributing business cards in the Cemetery is prohibited, as is the placing or displaying of any manufacturer's, monument dealer's, or quarry's name, insignia or trademark in any form;
- **Photographing, Filming, or Video-Taping:** Photographing, filming, or video-taping of any part of the Cemetery may only take place with the prior approval of the Cemetery.
- **Bicycles:** To ensure the safety of our employees and visitors to the Cemetery, bicycles must be operated in a safe manner that respects the sanctity of the cemetery and only operated on cemetery roads at a speed less than 10 km/hour. Bicycle racing is strictly prohibited.

**1.3 Liability for Loss or Damage:** The Cemetery assumes no liability or responsibility for the loss of, or damage to, any Grave, Lot, Scattering Ground, Columbarium Niche, Mausoleum Crypt, Monument, Marker, or article that may be placed on an Interment Right save and except as noted below.

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The Cemetery only assumes liability if, during the course of performing routine cemetery operations, the Cemetery or its employees should cause damage to any Grave, Lot, Scattering Ground, Columbarium Niche, Mausoleum Crypt, Monument, or Marker. The liability shall be limited to the extent of the damage caused, and the Cemetery shall make a reasonable effort to correct the damage.

The Cemetery is not responsible for loss or damage from any causes beyond its reasonable control, whether the damage or loss be direct or collateral.

**1.4 Public Access to Information:** The Cemetery is committed to protecting the privacy of its Interment Rights Holders. We collect, use and disclose personal information as required by governing federal and provincial legislation. We do not rent, sell, or trade personal information lists. Individuals may request their personal information in writing at any time to ensure that it is correct and current or to edit it.

- Provincial legislation requires all Ontario cemeteries to maintain a public register that is available to the public during regular office hours.

**1.5 Changes in Bylaws:** The Cemetery may, from time to time, change the Bylaws in order to best serve the interests of its cemeteries and the Interment Rights Holders. Public notice indicating pending changes will be posted at the entrance to the Cemetery and placed in a local newspaper. All changes to the Bylaws are subject to the approval of the Registrar, Cemeteries Regulations Unit, Ministry of Government Services.

**1.6 Right to Resurvey:** The Cemetery expressly reserves the following rights and privileges to be exercised from time to time in accordance with any governing Provincial legislation in effect at the time;

- To resurvey, enlarge, construct a building or structure, alter, and/or diminish all or any portion of the Cemetery;
- To lay out, establish, close, eliminate, or otherwise modify or change the location of roads, walks, or drives;
- To create or remove easements and rights of way over and through all of the Cemetery premises for the purpose of installing, maintaining, or operating utility or communication lines, drains, irrigation systems, or for any other cemetery purpose provided that no burials or sale of Interment Rights have taken place in these areas;
- No easement or right of interment is granted to any Interment Rights Holder in any road, drive or walk within the Cemetery, but such road, drive or walk may be used as a means of access to the Cemetery as long as the Cemetery devotes such road, drive or walk to that purpose.

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## 2. Sale and Transfer of Interment Rights

**2.1 Ownership of Interment Rights:** Ownership of all cemetery lands remains vested with The Lindsay Cemetery Corporation at all times. Purchasers of Interment Rights acquire only the right and privilege to direct the burial of human remains, and the installation of monuments, markers and inscriptions, subject to Cemetery Bylaws. Until payment is made in full no burial, entombment, scattering, monument, marker, inscription, or memorialization is permitted. An Interment Rights Certificate is issued to the Interment Rights Holder(s) when payment in full is made.

**2.2 Cancellation of Interment Rights Within 30 Days:** Within thirty (30) days of signing the Interment or Scattering Rights Contract, the Purchaser may cancel the contract by providing written notice of cancellation to the Cemetery office in accordance with the Cemetery Bylaws.

Once payment for the Interment Rights has been made in full and an Interment Rights Certificate has been issued, the Purchaser relinquishes their right to cancel the contract, and the Interment Rights Holder(s), as recorded on the cemetery records, may provide written notice of cancellation to the Cemetery office in accordance with the Cemetery Bylaws.

Upon receiving written notice from the Purchaser or the Interment Rights Holder(s), the Cemetery will cancel the contract and issue a refund to the Purchaser or Interment or Rights Holder(s) for the full amount paid to the time of cancellation, within thirty (30) days of receiving said notice. If the Interment Rights Certificate has been issued to the Interment Rights Holder(s), the Certificate will be returned to the Cemetery along with the written notice of cancellation.

**2.3 Resale or Transfer of Interment Rights after 30 Days:** Until the Interment Right has been paid in full the Purchaser retains the rights to cancel the Contract.

Once payment for the Interment Rights has been made in full, and an Interment Rights Certificate has been issued, the Interment Rights Holder(s), as recorded on the cemetery records, assume the right to sell or transfer the Interment Rights. Any sale or transfer of the Interment Rights shall be in accordance with the requirements under the Funeral Burial and Cremation Services Act, Ontario Regulations (30/11), and the Cemetery Bylaws.

**2.4 Resale of an Interment Right If Utilized:** The Purchaser, or the Interment Rights Holder(s) are not entitled to resell an Interment Right if any portion of the Interment Right has been utilized.

**2.5 Subdivision of an Interment Right:** Interment Rights Holder(s) are not entitled to subdivide an Interment Right.

**2.6 Care and Maintenance Fund:** As a requirement under provincial legislation, a portion of the purchase price of all Interment Rights, a portion of the cremated remains scattering fee, and a prescribed amount for monuments and markers is contributed into an irrevocable fund – Care and Maintenance Fund. Income is used to provide general care and maintenance of the Cemetery. Contributions to the Care and Maintenance Fund are not refundable.

**2.7 Arrears:** The resale or transfer of Interment Rights may be made only after the Interment Rights have been paid in full and any arrears associated with them are paid in full.

**2.8 Information and Documentation Required to Resell or Transfer a Non-Utilized Interment Rights:** The following information and documentation is required to be filed with the Cemetery office before an Interment Rights Holder(s) is entitled to resell or transfer a non-utilized Interment Right to a third party transferee;

- a) The Rights Holder'(s) Endorsement of Sale or Transfer on the back of the original Interment Rights Certificate is required to be completed in full, or;

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- b) If the Interment Rights Certificate does not contain a Rights Holder(s) Endorsement of Sale or Transfer on the back of the original Interment Rights Certificate, the Rights Holder(s) are required to obtain a Rights Holder(s) Endorsement of Sale or Transfer document from the Cemetery office;
- c) The Rights Holder(s) registered on the Cemetery records will sign the Endorsement of Sale or Transfer document confirming their intention to sell or transfer their right, title and interest in the Interment Rights to the third party transferred. The Rights Holder(s) will also certify that the Interment Rights are not being transferred to a third party transferee for an amount greater than the value on the Cemetery Price List at the time the sale or transfer is registered;
  - a. The Rights Holder(s) must confirm to the third party transferee that they have paid the Cemetery an administration fee (as listed on the Cemetery Price List in effect at the time of sale or transfer) to complete the re-sale or transfer of the Interment Rights;
  - b. The existing Rights Holder(s) must provide a copy of the current Cemetery Bylaws to the third party transferee and explain the third party transferees rights for the Interment Rights to the third party transferee, as outlined in the Cemetery Bylaws;
- d) The third party transferee must complete and sign the Acknowledgement of Transferee(s) section of the Endorsement of Sale or Transfer document, providing the transferees name, address, and contact information;
  - a. confirm they have received a copy of the current Cemetery Bylaws;
  - b. acknowledge the number of graves that remain available;
  - c. indemnify the Cemetery of any misrepresentation by the Interment Rights Holder(s)
- e) Once the third party transferee has signed the Endorsement document, the completed document, along with the original Interment Rights Certificate will be returned to the Cemetery office. Should the Interment Rights Holder not be able to locate the original Interment Rights Certificate the Cemetery office may issue a duplicate Interment Rights Certificate. The Cemetery may charge an administration fee for the issuance of a duplicate certificate in accordance with the price listed on the current Cemetery Price List.
- f) The completed Endorsement of Sale or Transfer document will then be returned to the Cemetery office for registration. The Cemetery will;
  - a. Review the completed Endorsement document to ensure all information has been completed in full. If the Endorsement certificate has been completed in full, the Cemetery will;
    - i. Register the re-sale or transfer on the Cemetery records;
    - ii. Provide the Interment Rights Holder(s) selling the Interment Rights with a copy of the completed Endorsement document;
    - iii. Provide the third party transferee(s) with a copy of the completed Endorsement document;
    - iv. Issue a new Interment Rights Certificate to the third party transferee(s).
- g) Following completion of the documentation and procedures listed above, and the issuance of the new Interment Rights Certificate, the third party transferee(s) shall be considered the current Interment Rights Holder(s) of the Interment Rights, and the resale or transfer of the Interment Rights shall be considered final in accordance with the Funeral Burial and Cremation Services Act, Ontario Regulation (30/11), and the Cemetery Bylaws.

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## 3. Burials and Scattering of Cremated Remains

### 3.1 Authorization, Information and Documents Required for a Burial, or Scattering of Cremated Remains:

1. **Written Permission of Interment Rights Holder:** Interment Rights Holder(s) may be required to visit the Cemetery office and provide written direction and authorization prior to a Burial, Scattering, or Entombment taking place. Should the Interment Rights Holder be the deceased, direction must be provided in writing by the next of kin or estate executor.
2. **Proof of Registration of Death:** A Burial permit issued by the Registrar General or equivalent document showing that the death has been registered must be provided to the Cemetery office on the day of the Burial. A Certificate of Cremation must be submitted to the Cemetery office before a Burial or Scattering of cremated remains may take place.
3. **Information Required:** For each Burial or Entombment of human remains, or each Scattering of cremated human remains, the Purchaser or Rights Holder must enter into a Cemetery Sales Contract, providing such information as may be required by the Cemetery for the completion of the Sales Contract, and the public register, in accordance with provincial legislation.
4. **Payment:** Payment must be made to the Cemetery before a Burial may take place.
5. **Authorization of Social Services Agency:** Written instruction from a social services administrator must be submitted to the Cemetery office before a Burial assisted by a Social Services Agency may take place.

**3.2 Notice Required:** The Cemetery office shall be given at least eight business hours of notice for each Burial or scattering of human remains.

**3.3 Opening and Closing of Interment Rights:** Graves and Lots shall be opened and closed only by the Cemetery.

To ensure safe conditions are maintained at all times, families wishing to witness the closing of a Lot or Grave shall remain a minimum of 10 metres (30 ft) from the open Grave.

Every effort will be made to complete a burial on the assigned day and time. If due to inclement weather conditions, health and safety concerns, or conditions beyond the Cemetery's control, a burial cannot be made at the scheduled time, the Cemetery reserves the right to establish a temporary set up, and the burial shall be completed as soon as possible at a later time.

The Cemetery retains the right of passage over every Lot or Grave so that cemetery operations may be performed effectively.

The Cemetery retains the right to temporarily relocate a monument or marker so that cemetery operations involving the opening and closing of a Lot or Grave may be performed.

The opening of a Lot or Grave for burial necessitates the temporary mounding of earth on adjacent Graves. The Cemetery reserves the right to determine the location for the temporary mound and will make reasonable efforts to restore adjacent Graves to their original condition as soon as possible following the closing of the Grave.

Funeral flowers, delivered to the Cemetery at the time of burial, will remain on the Lot or Grave for a minimum of 5 days and will be removed at any time thereafter and disposed of by the Cemetery.

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**3.4 Number of Burials:** The number of interments, casket or cremated remains, permitted in each grave will be set in each Interment Rights Certificate. In the case of two casket interments, the first interment shall take place at extra depth and in a concrete crypt or vault.

**3.5 Closed Caskets or Containers:** Remains must be delivered to the Cemetery for burial in a closed casket or container. Under no circumstances may an employee of the Cemetery open or close a casket or container.

In the case of cremated remains, remains must be delivered to the Cemetery for burial in a closed cremation urn or container. The cremated remains will be buried in such cremation urn or container, or, at the written direction of the Interment Rights Holder(s), removed from the cremation urn or container and placed in a shallow excavation for burial within the Interment Right.

**3.6 Outer Containers:** Caskets or urns may be interred without an outer container. Should an outer container of concrete, steel, or other permanent nature be used, a service charge may apply.

**3.7 Scattering Cremated Remains:** Cremated remains may be scattered in a designated Scattering Ground within the Cemetery. Cremated remains are not permitted to be scattered on an Interment Right. A scattering application and payment of the requisite scattering fee must be completed at the cemetery office before the scattering of cremated remains may take place. A member of the cemetery staff must perform the scattering, or be in attendance, when the cremated remains are scattered within the designated Scattering Ground.

**3.9 Retrieval of Buried Cremated Remains:** The retrieval of cremated remains buried in a Lot or Grave cannot be guaranteed.

**3.9 Retrieval of Scattered Cremated Remains:** The process of scattering of cremated remains is irreversible; therefore scattered cremated remains cannot be retrieved.

**3.10 Requirements for Removal of Caskets, Containers or Cremated Remains:** Human remains may be removed from a Lot or Grave provided that;

1. The written consent of the Interment Rights Holder(s) is/are received by the Cemetery.
2. A certificate from the local medical officer of health must be received at the Cemetery office before a 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.
3. Removals may also be ordered by certain public officials without the consent of the Interment Rights Holder(s) and/or next of kin(s).

Removals from "Triple Depth" pose a safety hazard to the Cemetery's employees and will not be permitted.

The raising and lowering of remains from standard depth to extra depth is considered a Removal.

The Cemetery will not be responsible for damage to any casket or container which occurs during the course of the Removal. A new casket or container may be required to facilitate a removal for which an additional charge will apply.

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The Cemetery will not be responsible for damage to any cremation urn or cremation outer container which occurs during the course of the Removal. Due to the length of time a cremation urn has been buried and/or the conditions to which it has been exposed, the Cemetery cannot guarantee that it can retrieve a cremation urn or cremation container buried in a Lot or Grave. The condition of any cremation urn or cremation container disinterred may be unstable, in which case, a replacement urn may be required at the expense of the party authorizing the removal.

Removals will be completed at a day and time designated by the Cemetery.

The Cemetery may require any casket, outer container, cremation urn or cremation outer container that has been replaced to be removed from the Cemetery for disposal. All costs shall be born by the party authorizing the Removal. Under no circumstances can a used casket be directed to a crematorium for disposal.

If Interment Rights are sold back to the Cemetery, any monuments or markers are to be removed before the transfer can be completed. The cost for the removal of the memorials and foundations shall be paid by the individual(s) authorizing the transfer.

The Cemetery reserves the right to disallow any witnessing of the Removal if it feels at its sole discretion that the health or safety of anyone present may be at risk.

**3.11 Contagious Diseases:** It is a legal requirement that the Cemetery be notified that a death is a result of contagious disease, prior to arrangements being made for the Burial.

In the event that a contagious disease has been confirmed, the Cemetery reserves the right to adhere to recognized Health and Safety practices.

The Cemetery may designate the hour and manner in which Burials may be made.

The human remains of persons who have died from contagious diseases may be removed only with the consent of the local medical officer of health or other public official having authority.

Human remains of persons who have died from contagious diseases will not be accepted for temporary storage.

**3.11 Pets or Other Animals:** Only human remains shall be buried or entombed in the Cemetery.

## 4. Memorialization

### General

**4.1 Unstable Memorials:** Should any memorial or private mausoleum present a risk to public safety because it has deteriorated to the point of becoming unstable, The Cemetery shall do whatever it deems necessary by way of repairing, resetting, or laying down the memorial or private mausoleum or any other remedy so as to remove the risk.

**4.2 Removal of Memorials:** The Cemetery may remove a Marker and/or Monument from any Lot or Grave, or an inscription from a Columbarium Niche or Mausoleum Crypt if payment of the contract for the Marker, Monument or inscription is in default. Markers, Monuments or inscriptions purchased by anyone other than the Interment Rights Holder(s) may be removed by the Cemetery upon the written request of the Interment Rights Holder(s). The Cemetery reserves the right to remove at its sole discretion any Marker, Monument, or inscription which is not in keeping with the dignity and decorum of the Cemetery.

**4.3 Moving Corner Posts or Number Markers:** Only the Cemetery or person(s) authorized by the Cemetery may move corner posts or number Markers.

**4.4 Requirements to Place an Inscription on a Memorial:** The Cemetery requires the written consent of the Interment Rights Holder(s) and an order form detailing the inscription to be placed on the memorial prior to the placement of the inscription. Only inscriptions which, at the sole discretion of the Cemetery, are in keeping with the dignity and decorum of the Cemetery will be permitted.

**4.5 Inscription Rights on Memorials owned by the Cemetery:** Inscription rights vary according to location, design and material. To ensure quality control, consistency and integrity of design, inscriptions on memorials owned by the Cemetery must be approved by the Cemetery and placed by the Cemetery. Inscription rights are outlined on the Interment Rights Certificate. Please consult the Cemetery office for additional information.

**4.6 Installation of Memorials:** Only the Cemetery may install Markers, Monument foundations, and bronze vases or lanterns that are set in the ground.

### Monument

**4.7 Approval of Monument Design:** A Monument, private mausoleum or other structure shall be erected only after its design, dimensions, plans and specifications relative to the material, construction, proposed location, and all attachments and sculpture are submitted to and approved by the Cemetery.

**4.8 Material and Finish of Monuments:** All Monuments shall be constructed of granite and/or bronze material unless otherwise approved in Section 4.7.

**4.9 Only One Monument to a Lot:** Only one Monument shall be erected within the Monument Space on any Lot.

**4.10 Monument Location:** Monuments shall be centred at the head of the Lot in the designated Monument Space.

**4.11 Monument Foundations:** Concrete Monument Foundations are required to maintain the stability of all Monuments and shall be built by the Cemetery in the designated Monument Space at the expense of the purchaser.

**4.12 Delivery of Monuments to the Cemetery:** No monument shall be delivered to the Cemetery for installation until the Monument Foundation has been constructed and the Interment Rights Holder(s) or marker retailer has been notified by the Cemetery.

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**4.13 Upright Monument Areas:** If an Interment Rights Owner wishes to have a flat marker installed on a lot with upright monument privilege. The same Bylaws for marker size will apply as for flat marker graves, of the same lot size.

**4.14 Single Grave Upright Monument Area:** The overall dimensions shall not exceed 76.2 cm x 76.2 cm x 40.6 cm (30 in x 30 in x 16 in). The tablet shall not be less than 15.24 cm (6 in) in thickness and shall not exceed 25.4 cm (10 in) in thickness. The Base shall not be less than 15.24 cm (6 in) in height or more than 20.32 cm (8 in) in height.

**4.15 Two Grave Lots Upright Monument Areas:** The overall dimensions shall not exceed 121.92 cm x 91.44 cm x 45.72 cm (48 in x 36 in x 18 in). The tablet shall not be less than 15.24 cm (6 in) in thickness and shall not exceed 25.4 cm (10 in) in thickness. The Base shall not be less than 15.24 cm (6 in) in height or more than 20.32 cm (8 in) in height. The overall height may be increased to 101.6 cm (40 in) only if the thickness is 25.4 cm (10 in) and the tablet is adequately dowelled to the base.

**4.16 Three Grave Lots Upright Monument Areas:** The overall dimensions shall not exceed 223.52 cm x 101.6 cm x 50.8 cm (88 in x 40 in x 20 in). The tablet shall not be less than 15.24 cm (6 in) in thickness and shall not exceed 25.4 cm (10 in) in thickness. The Base shall not be less than 15.24 cm (6 in) in height or more than 25.4 cm (10 in) in height. The overall height may be increased to 111.76 cm (44 in) only if the thickness is 25.4 cm (10 in) and the tablet is adequately dowelled to the base.

**4.17 Four Grave Lots Upright Monument Areas:** The overall dimensions shall not exceed 243.84 cm x 106.68 cm x 55.88 cm (96 in x 42 in x 22 in). The tablet shall not be less than 15.24 cm (6 in) in thickness and shall not exceed 25.4 cm (10 in) in thickness. The Base shall not be less than 15.24 cm (6 in) in height or more than 25.4 cm (10 in) in height. The overall height may be increased to 116.84 cm (46 in) only if the thickness is 25.4 cm (10 in) and the tablet is adequately dowelled to the base. Statues are permitted on lots of four graves and more, provided the design and material are approved by management.

**4.18 Five Grave Lots Upright Monument Areas:** The overall dimensions shall not exceed 243.84 cm x 106.68 cm x 55.88 cm (96 in x 42 in x 22 in). The tablet shall not be less than 15.24 cm (6 in) in thickness and shall not exceed 25.4 cm (10 in) in thickness. The Base shall not be less than 15.24 cm (6 in) in height or more than 25.4 cm (10 in) in height. The overall height may be increased to 121.92 cm (48 in) only if the thickness is 25.4 cm (10 in) and the tablet is adequately dowelled to the base. Statues are permitted on lots of four graves and more, provided the design and material are approved by management.

**4.19 Special Section:** The overall dimensions shall not exceed 304.8 cm x 152.4 cm x 55.88 cm (120 in x 60 in x 22 in). The tablet shall not be less than 15.24 cm (6 in) in thickness and shall not exceed 30.48 cm (12 in) in thickness. The Base shall not be less than 15.24 cm (6 in) in height or more than 25.4 cm (10 in) in height. The overall height may be increased to 167.64 cm (66 in) only if the thickness is 25.4 cm (10 in) and the tablet is adequately dowelled to the base. Statues are permitted on lots of four graves and more, provided the design and material are approved by management.

**4.20 Special Requests:** Special requests for larger monuments may be made to management, in writing, only by those who hold Interment Rights to four grave lots or larger. All design specifications are subject to management's approval.

**4.21 Corner Posts:** Corner posts are permitted in all sections, except the Cremated Remains and Infants areas. Corner posts must be from 15.24 cm x 15.24 cm x 10.16 cm (6 in x 6 in x 4 in) thick to 15.24 cm x 15.24 cm x 15.24 cm (6 in x 6 in x 6 in) thick in size. They must have sawn or guillotined edges

**4.22 Foot Markers:** Foot markers are permitted at the foot of a grave, on upright lots of two or more graves. Foot markers are not permitted on flat marker graves, cremated remains graves or infant graves. Markers shall not exceed 60.96 cm x 30.48 cm (24 in x 12 in) in size and must be 10.16 cm (4 in) in

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thickness. No more than one foot marker per grave shall be permitted. Markers must have sawn or guillotined edges

**4.23 Inscriptions on the back of Monument Tablets:** Only the surname and a monument design are permitted on the back of monument tablets facing an adjacent Lot. Given names, dates of birth and death, epitaphs, etc.; are not permitted. Interment Rights Holders must understand that, in some instances, the view of surnames or designs placed on the back of the monument could be blocked by the erection of a monument on an adjacent Lot.

**4.24 Monument Dowelling:** To ensure stability, all Monument Tablets, columns, limbs of crosses, etc.; shall be adequately dowelled to the base unless the underside of the superstructure is of sufficient area in relation to its height. Dowels must be of a non-corrosive material not less than 1.27 cm (0.5 in) in diameter. Dowels must be inserted not less than 15.24 cm (6 in) into the base and bottom of the Monument Tablet. Dowel holes must be drilled no more than 0.64 cm (0.25 in) larger than the diameter of the dowel.

**4.25 Inserts and Emblems:** Inserts and emblems (exclusive of pictures and photos) made of bronze, granite or stainless steel is permitted on Monuments and must be attached by means of pins or clips.

**4.26 Pictures, Etchings and Photographs on Monuments:** The Cemetery requires the written consent of the Interment Rights Holder(s) prior to the placement of the picture, etching or photograph on the Monument. Pictures or photographs must be manufactured in a permanent, weather resistant material. Pictures, etchings or photographs of a non-permanent material will be removed and disposed of by the Cemetery without notification.

The Cemetery does not accept any responsibility or liability for the picture, photograph or Monument should a picture or photograph become lost, faded, cracked, damaged, or need to be removed.

**4.27 Vertical Joints:** To ensure stability and preservation, a Mausoleum, or Monument shall not have any uncovered vertical joints.

**4.28 Candle Holders and Vases:** A maximum of two bronze, granite or stainless steel candle holders and vases may be attached to the Monument. If a translucent section is necessary, the cemetery recommends it be made of an unbreakable, heat-resistant glass or of a fire-resistant plastic material, and must be installed a minimum separation of 2.54 cm. (1 in.) from the Monument Tablet.

Candle holders must be fully enclosed on all sides by means of a door or lid.

## Marker

**4.29 Marker Materials:** All Markers must be made of bronze or granite material.

**4.30 Types of Markers:** The Cemetery may specify certain Lot or Graves, or Scattering Grounds on which only bronze Markers or granite Markers may be installed.

**4.31 Setting of Markers:** All Markers shall be set flush with the ground unless otherwise specified on the Interment Rights Certificate.

**4.32 Delivery of Markers to the Cemetery:** Markers shall be delivered to the Cemetery service area as directed by the Cemetery. Unless otherwise notified by the Cemetery, Markers shall not be delivered for the period November 1<sup>st</sup> through May 1<sup>st</sup> as weather does not permit their installation on the Lot, Grave, or Scattering Ground.

**4.33 Infant and Cremation Graves:** Markers shall not exceed 40.64 cm x 25.4 cm (16 in x 10 in) and must be 10.16 cm (4 in) in thickness.

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**4.34 Single Grave, Flat Marker Areas:** Markers shall not exceed 76.2 cm x 35.56 cm (30 in x 14 in). All flat markers must be 10.16 cm (4 in) in thickness.

**4.35 Two Grave Lots, Flat Marker Areas:** Markers shall not exceed 121.9 cm x 45.72 cm (48 in x 18 in). All flat markers must be 10.16 cm (4 in) in thickness.

**4.36 Three Grave Lots, Flat Marker Areas:** Markers shall not exceed 137.16 cm x 50.8 cm (54 in x 20 in). All flat markers, 121.9 cm (48 in) and greater must be 15.24 cm (6 in) in thickness.

**4.37 Flat Marker Lots Larger than Three Graves:** Flat markers will not be permitted to exceed the dimensions given for three Grave lots, except by written permission of management.

**4.38 Bronze Marker Bases:** Bronze Markers must be attached to a concrete or granite base using a minimum of four anchor lugs prior to installation. Concrete bases must be no less than 9.16cm (4 in) and no greater than 15.24cm (6 in) in thickness. Granite bases must be no less than 7.62cm (3 in) and no greater than 15.24cm (6 in) in thickness.

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

**4.39 Photographs on Markers or Vases:** Due to the danger of becoming damaged or broken, picture or photograph attachments are not permitted on Markers set flush with the ground or on vases.

**4.40 Granite Markers:** Granite Markers shall not be less than 10.16 cm (4 in) or more than 15.24cm (6 in) of uniform thickness throughout and must be smoothly finished on top and bottom and must have sawn or guillotined edges

## Private Mausolea

**4.41 Private Mausolea:** The exterior of all private mausolea must be constructed of granite material.

**4.42 The Cemetery and Government Approval Required:** Approval from the Cemetery and the governing municipal and provincial governments is required prior to constructing a private Mausoleum.

**4.43 Set Back From Existing Interment Rights Required:** Private Mausoleum greater than 2m (6.6 ft) in height and 15 cu m (528.72 cu ft) in volume cannot be constructed immediately adjacent to existing Lot or Graves. Governing provincial legislation requires a minimum setback of 4.57cm (15 ft) between a private Mausoleum and existing Lot or Graves.

**4.44 The Cemetery Approval of Structure Required:** The Cemetery reserves the right to review and approve all architectural and structural drawings for private Mausoleum and charge a fee for its services.

**4.45 The Cemetery Approval of General Contractor:** The Cemetery reserves the right to review, qualify and approve all general contractors who have entered into a contract with an Interment Rights Holder to construct a Private Mausoleum on their Lot. The general contractor must abide by all Cemetery Bylaws and more specifically the Contractor Bylaws outlined in Section 9.

**4.46 Mausoleum Footings and Foundations:** The Cemetery reserves the exclusive right to construct all footings and foundations for private Mausoleum structures. A charge for this service will be collected from the Interment Rights Holder prior to the start of construction.

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## 5. Care & Planting of Interment Rights

### 5.1 General Care of Interment Rights:

Income from the Care and Maintenance portion of the Interment Right purchase is trusted in a fund and used to maintain, secure and preserve the Cemetery grounds. An example of routine maintenance services covered by the Care and Maintenance Fund include:

- Re-levelling and sodding or seeding of Lot or Graves
- Maintenance of cemetery roads, sewers and water systems
- Maintenance of perimeter walls and fences
- Maintenance of cemetery landscaping
- Maintenance of mausolea and columbaria
- Repairs and upkeep of cemetery maintenance buildings and equipment

To the extent that income from the Memorial Care and Maintenance Fund permits, the Cemetery will stabilize, and secure Markers and Monuments within the Cemetery.

The planting or trimming of trees and shrubs on individual Lot, or Graves, preparation of flower beds, cleaning of memorials, and other special services are deemed to be additional to services outside of those services covered by the Care and Maintenance Fund, for which a reasonable charge is made. Complete information and estimates may be obtained from the Cemetery office.

**5.2 Planting and Care of Interment Rights:** Pruning of dwarf trees and shrubs and maintenance of flowerbeds for Graves and Lots is not looked after under the general care and maintenance of the Cemetery. Flowerbed maintenance, pruning, fertilizing, watering, etc.; are the sole responsibility of the Interment Rights Holder(s).

Should plant material become unsightly, neglected, overgrow the Monument, or infringe on an adjacent Lot, or Grave, the plant material will be removed by the Cemetery at the expense of the Rights Holder(s), who will be notified in writing of such removal.

The Cemetery provides additional maintenance programs to assist Interment Rights Holder(s) with the maintenance of plant material on their Lot, or Graves. Please contact the Cemetery office if you wish to obtain additional information or assistance.

Interment Rights Holder(s) understand that plant material may have to be removed to facilitate a Burial or Scattering within a Lot, or Grave. The Cemetery will make reasonable efforts to preserve and reinstall the plant material, but does not assume any responsibility or liability in this regard.

Interment Rights Holders wishing to have independent contractors provide service on their Lot, or Grave must provide written authorization for the work to be performed. The contractor must provide written authorization to the Cemetery office before commencing the work and abide by all Cemetery Bylaws and more specifically the Contractor Bylaws outlined in Section 9.

**5.3 Planting Restrictions on Lots:** Unless otherwise specified on the Interment Rights Certificate, dwarf trees, shrubs and flowerbeds may be planted in the designated Monument Space. Plant material should be chosen carefully to ensure that it will not overgrow the perimeter boundaries of the Monument Space. The Cemetery reserves the right to dedicate areas as no planting areas within the Cemetery.

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**5.4 Planting Restrictions on Graves:** Unless otherwise specified on the Interment Rights Certificate, only dwarf trees or shrubs are permitted to be planted on either side of the memorial.

**5.5 Flowerbeds:** Flowerbeds, where permitted, shall not exceed more than 38.1 cm (15 in) from the front of the monument and when the bed wraps the side of the monument, the sides shall not exceed 25.4 cm (10 in). Flowerbeds, not in the care of the cemetery, that are uncared for and become unsightly shall be removed.

**5.6 Size of Flowerbeds on Infant, Child or Cremation Lots:** Flowerbeds on children's, infant's, and cremation Lots are not permitted.

**5.7 Designated No Planting Area:** The Cemetery reserves the right to dedicate areas as no planting areas within the Cemetery.

**5.8 Grading of Lots and Cutting Sod:** Only the Cemetery or contractors authorized by the Cemetery may cut or remove sod or soil or change the grading of a Lot or Grave or any surrounding area.

# Bylaws for The Lindsay Cemetery Corporation's Riverside Cemetery, Lindsay, Ontario

## 6. Articles Placed On Interment Rights

**6.1 General:** The Cemetery is committed to supporting a broad array of religious and ethnic preferences and diligent to create a respectful and dignified resting place for the multi-cultural communities that we serve.

Permitted articles must be placed within the designated planting area of the Lot, or Grave, as defined in Bylaws 5.2 – 5.8 respectively.

The Cemetery reserves the right to regulate the articles placed on Lot or Graves that pose a threat to the safety of all Interment Rights Holders, visitors to the Cemetery and Cemetery employees, prevent the Cemetery from performing general cemetery operations, or are not in keeping with the dignity and decorum of the Cemetery. Prohibited articles will be removed and disposed of without notification.

To assist Interment Rights Holder, the following is a sample of articles that are prohibited from being placed on Lots or Graves within the Cemetery

- articles made of hazardous materials such as non-heat resistant glass (excludes glass attached to monuments), ceramics, or corrosive metals
- loose stones or sharp objects
- trellises or arches
- chairs or benches

Please contact the Cemetery office for clarification prior to purchasing or placing an article on an Interment Right.

**6.2 Candles, Incense or Flammable Articles:** Lighted candles, incense, or other flammable articles may be placed on a Lot, Grave, or Scattering Ground only when attended by an adult. Candle holders must be fully enclosed on all sides by means of a door or lid, and housed within a non-flammable, non-breakable container. Due to their hazardous nature, oil lamps are not permitted at any time. Lighted candles and incense must be extinguished prior to leaving the Lot or Grave.

Any damage caused by candles, incense or flammable articles is the direct and total responsibility of the Interment Rights Holder(s). The Cemetery does not assume any liability in this regard.

The Cemetery may remove at its sole discretion, any such article and dispose of it without notification.

**6.3 Borders, Fences and Walls:** Plastic PVC edging installed not to exceed 10.16 cm (4 in) in height above the ground level, is permitted around the perimeter of a prescribed flowerbed as defined in Bylaws 5.2 through 5.8 respectively.

In order to facilitate cemetery maintenance and operations, borders, curbs, coping, fences, railings, walls, ditches, hedges or other articles are not permitted to define the perimeter of a Lot, Grave, Scattering Ground, or planting area, and will be removed and disposed of by the Cemetery without notification.

**6.4 Fresh Cut or Artificial Flowers:** Fresh cut or artificial flowers or potted plants must be placed in the designated planting area or in a non-breakable, non-corrosive flower vase adjacent to the memorial. Fresh cut or artificial flowers and potted plants that have become unsightly and empty flower vases that cannot be turned down into the ground in a receptacle will be removed and disposed of by the Cemetery without notification.

**6.5 Artificial Flowers and/or Wreaths:** During the growing season from April 15<sup>th</sup> to October 15<sup>th</sup>, while natural flowers are available, artificial flowers, in any form, are not permitted in the cemetery (exception as defined in Bylaw 7.5). From October 15<sup>th</sup> to April 15<sup>th</sup>, artificial wreaths without glass or plastic covers are permitted. Artificial flowers or wreaths not removed by April 15<sup>th</sup> will be removed by Cemetery staff. They will be held for a period of 60 days after which they will be disposed of.

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**6.6 Hanging Baskets:** Hanging baskets on non-corrosive metal rods are permitted on Lots, Graves, or Scattering Grounds provided they are adjacent to and over-hanging the memorial. Under no circumstances may a hanging basket overhang or infringe on an adjacent Lot, Grave, Scattering Ground. Hanging baskets that become unsightly will be removed and disposed of by the Cemetery without notification.

**6.7 Memorial Wreaths:** Wreaths may be placed in the Cemetery only between October 15<sup>th</sup> and April 15<sup>th</sup> of each year. In order to prepare the grounds for spring, wreaths must be removed by April 15<sup>th</sup>. Wreaths not removed by April 15<sup>th</sup> will be removed as per Bylaw 6.5.

**6.8 Responsibility for Articles:** Articles placed on Graves, Lots, Scattering Grounds, Columbarium Niches, or Mausoleum Crypts are the sole responsibility of the Interment Rights Holder(s). The Cemetery is not responsible for the loss of or damage to any articles placed within the Cemetery.

Articles left on Lots, Graves, or Scattering Grounds during the winter months are subject to deterioration and damage, and impede cemetery operations. It is recommended that Interment Rights Holders remove all articles and tokens of remembrance from the Lot or Grave during the winter months.

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## 7. Columbarium Niches

**7.1 Documents Required For Entombment:** Interment Rights Holder(s) may be required to visit the Cemetery office and complete a prescribed Cemetery Contract, and written direction and authorization prior to an Entombment taking place. Should the Interment Rights Holder be the deceased, direction must be provided in writing by the next of kin or estate executor.

**7.2 Payment:** Payment must be made to the Cemetery before an Entombment may take place.

**7.3 Sealing after Entombment:** Only the Cemetery may open and seal Niches for Entombments. This applies to the inside sealer and the Niche front.

**7.4 Niche Inscriptions and Adornments on Memorials Owned by the Cemetery:** To ensure quality control, desired uniformity and standard of workmanship, the Cemetery reserves the right to inscribe all niche fronts or where permitted install all bronze lettering, bronze plaques, bronze vases, bronze adornments, bronze emblems, and ceramic or photoplex pictures within bronze frames on niche fronts. Approved samples are on display at the Cemetery. Any unauthorized adornment or emblem will be removed and disposed of without notification and at the expense of the Interment Rights Holder(s). No persons other than employees of the company shall remove or alter niche fronts.

**7.5 Floral Tributes from Funeral Services:** Floral tributes from services may be placed in a designated area and will be removed and disposed of the same day.

**7.6 Floral Tributes in Outdoor Niches:** Artificial and fresh cut flowers in vases attached to Niches are permitted any time provided that they do not encroach on adjacent Niches. Artificial and fresh cut flowers that have become unsightly will be removed and disposed without notification.

**7.7 Floral Tributes in Indoor Niches:** Artificial flowers in vases attached to Niches are permitted any time provided that they do not encroach on adjacent Niches. Artificial flowers that have become unsightly will be removed and disposed without notification.

**7.8 Articles not Permitted:** Pedestals, urns, candles, vesper lights, and articles of a heavy or cumbersome character, musical greeting cards, and any articles placed on the floor or ground are deemed to be prohibited articles, and shall not be allowed on or in the general vicinity of the Niche. Prohibited articles will be removed and disposed without notification.

**7.9 Glass Fronted Niches:** Glass front Niches may contain only the urn with suitable identification and, space permitting, a personal portrait of the deceased, and a limited number of personal mementos. The Cemetery must approve all items prior to their placement in the Niche, and must supervise the insertion and/or removal of items into or out of the Niche. The Cemetery reserves the exclusive right to open and close the Niche, and requires the written permission of the Interment Rights Holder before the placement of articles within the Niche. A suitable charge may apply should the Interment Rights Holder(s) wish to remove or change items or articles within the Niche.

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## 8. Crematorium

**8.1 Documents Required for Cremation:** Prior to any cremation, the Crematorium requires: a signed Application for Cremation in a form prescribed by the Crematorium; a signed Riverside Crematorium Contract in a form prescribed by the Crematorium; an Ontario Coroner's Cremation Certificate; a Burial Permit issued by the Registrar General showing that the death has been registered; a signed Funeral Establishment or Transfer Service Operator's affidavit; and payment of the requisite fees.

In the case of a fetus less than 20 weeks a Burial Permit will not be issued by the provincial registering authority. The Crematorium requires: a letter from a hospital or a medical practitioner in place of the Burial Permit.

**8.2 Cremation After 48 Hours:** Cremations may take place only after the expiry of at least 48 hours from the time of death as set out on the Application for Cremation, unless otherwise directed in writing by the Applicant on the Application for Cremation, and the Crematorium will not cremate more than one person at a time.

**8.3 Right to Refuse to Cremate:** The Crematorium has the right to refuse to cremate in any case without giving any reasons.

**8.4 Caskets or Containers:** Human remains delivered to the Crematorium for cremation must be delivered in a closed casket or rigid container that is fully combustible. By law, the Crematorium will not cremate caskets or containers made of, or containing, non-flammable or hazardous materials such as; white metal, mattresses, metal box springs, glass objects, chlorinated plastic or fibre-reinforced plastic.

Under no circumstances will a Crematorium employee open the casket or container. If a funeral service is conducted using a rental casket, the rental portion of the casket must be removed and the inner casket liner closed prior to delivery to the Crematorium. Under no circumstances will the Crematorium operator accept responsibility to remove the rental portion of the casket and close the inner casket liner. The remains will be cremated in such closed casket or container that was delivered to the Crematorium.

Prior to cremation, metal casket handles and other exterior metal casket fittings will be removed by the Crematorium and later disposed of within cemetery grounds, or recycled with the permission of the Applicant.

Should it be discovered following a cremation, that a licensed Funeral Establishment or Transfer Service Operator delivered a casket or container to the Crematorium made of, or containing non-flammable or hazardous materials such as; white metal, mattresses, non-flammable bedding, metal box springs, glass objects, chlorinated plastic or fibre-reinforced plastic, the licensed Funeral Establishment or Transfer Service Operator shall be responsible to pay an additional cremation services fee as contained in the Crematorium Price List for the additional operational costs incurred by the Crematorium, and/or reimburse the Crematorium for any damage that has occurred to the cremation equipment or the crematorium staff as a result of delivering such a non-combustible casket or container to the Crematorium for cremation.

**8.5 Medical Devices:** Radioactive and battery operated heart pacemakers and other medical devices could explode during the cremation process and create a health hazard for the Crematorium operator. Under no circumstances will the Crematorium cremate human remains containing such devices.

If a radioactive or battery operated heart pacemaker or medical device is present, the Applicant must instruct the licensed funeral director or other authorized persons to remove it before cremation.

The Applicant is liable for any damages to the Crematorium, cremation equipment or injury to the Crematorium or Crematorium employees in the event that such device is not removed.

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**8.6 Valuable Material:** Due to the extreme temperatures attained during the cremation process, any valuable material is not recoverable after the cremation and should be removed before the casket or container is transferred to the Crematorium. The Crematorium and its employees are not responsible for any valuable material left in the closed casket or container at the time of delivery to the Crematorium.

**8.7 Witnessing Cremations:** In order for families to observe this distinctive ritual, arrangements must be made in advance with the Crematorium office to witness the commencement of the cremation process. The Crematorium reserves the right to limit the number of family members in attendance or refuse admittance to the cremation room if, in the sole opinion of the Crematorium staff, the health or safety of a family member or Crematorium employee is at risk.

**8.8 Cremated Remains of Children:** It should be clearly understood that there are little, if any, cremated remains following the cremation of a fetus or a very young child.

**8.9 Identification during Cremation:** A metal identification tag will be assigned to the casketed human remains when they are delivered to the Crematorium. The metal tag will contain Riverside Crematorium's name and an identification number that is unique to the deceased. The metal identification tag will accompany the remains throughout the various stages of cremation and will be placed in the cremation urn or container during final packaging.

**8.10 Co-mingling Cremated Remains:** The Crematorium will not, without the written and signed consent of the Applicant co-mingle the cremated remains of more than one person.

**8.11 Contagious Diseases:** It is a legal requirement that the Crematorium be notified that a death is a result of a contagious disease, prior to arrangements being made for the cremation. If a contagious disease has been confirmed, the Crematorium reserves the right to adhere to recognized Health and Safety practices. The Crematorium will designate the hour and manner in which cremations will be done.

**8.12 Packaging of Cremated Remains:** Cremated remains are placed in a temporary container, which is provided by the Crematorium without additional charge, or in an urn or container provided or purchased by the individual or family. In the event that the urn or container supplied will not hold all of the cremated remains, an additional container will be used.

**8.13 Disposition of Cremated Remains:** Directions for the disposition of cremated remains must be made on the Application for Cremation. The cremated remains may be held at the Crematorium for a period of up to one year from the date of cremation in order for the Applicant to make a final decision as to the preferred form of disposition. If, after one year, final disposition has not taken place, the cremated remains will be interred in a cremation common grave at the expense of the Applicant. No memorial may be placed on a cremation common grave, and retrieval cannot be guaranteed at a future date.

**8.14 Floral Tributes from the Funeral Service:** Floral tributes will be received at the Crematorium chapel only on the day of the cremation service and will be disposed of immediately following the service. The Crematorium reserves the right to limit the number of floral tributes delivered to the Crematorium chapel.

Only one floral tribute will be allowed to accompany the delivery of the casket or container to the Crematorium. The floral tributes will be disposed of by the Crematorium staff and will not be cremated with the casket or container.

**8.15 Pets or Other Animals:** Only human remains will be cremated.

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## 9. Contractor

**9.1 Contractor Pre-approval Required Before Working:** Any contract work to be performed within the Cemetery requires the written pre-approval of the Interment Rights Holder and the Cemetery before the work may begin. Pre-approval includes but is not limited to: landscaping, delivery of Monuments and Markers, inscriptions, designs, drawings, plans and detailed specifications relating to the work, proof of all applicable government approvals and permits, the location of the work to be performed. It is the responsibility of all Contractors to report to the Cemetery office and provide the necessary approvals before traveling to the Lot, or Grave to perform the work.

**9.2 Permission to Perform Contract Work:** Contractors employed to erect a memorial, structure, complete landscaping, or to do any other work in the Cemetery shall report to the Cemetery office and provide to the Cemetery the written consent of the Interment Rights Holder(s) prior to commencing their work. Such consent shall designate the location of the Burial rights and the work to be performed. The Cemetery will provide the contractor with a temporary permit to complete the work which shall be prominently displayed in the front window of the contractor's vehicle.

Contractors who begin work within the Cemetery without first obtaining all proper authorizations contained herein will be asked to leave the property.

**9.3 Compliance with Legislation:** Any person, firm, or corporation ("Contractors") performing any work in the Cemetery must comply with all applicable legislation including without limitation; Workers' Compensation, Occupational Health and Safety and Environmental Protection, and maintain general liability insurance of not less than \$3,000,000 ("Coverage"). Such Contractor shall provide written proof of such Coverage at the request of the Cemetery within 72 hours of a written request and prior to commencing any work within the Cemetery.

Should a Contractor not be able to provide written proof of Coverage within the prescribed time limit, said Contractor shall be prohibited from completing any work within the Cemetery until written proof of Coverage has been provided to the Cemetery.

**9.4 Cemetery Bylaws Apply:** All Cemetery Bylaws apply to all Contractors and all work carried out by Contractors within the Cemetery grounds.

**9.5 Contractor's Liability:** Contractors will conduct their operations to prevent damage to any grounds, turf, shrubs, trees, flowerbeds, Monuments, Markers, vases, or any other article or natural feature in the Cemetery. Contractors shall lay planks on the Lots, or Graves, and paths over which heavy materials are to be moved, in order to prevent damage. Any damage caused by Contractors shall be rectified by the Cemetery at the expense of the Contractors.

**9.6 Contractor Hours of Work:** Contractors will be permitted to complete their work during the following hours; 8:00 am to 5:00 pm Monday through Friday, and 8:00 am to 4:00 pm on Saturdays. Contractors are not permitted to work within the Cemetery during evenings, Sunday or statutory holidays.

Contractors shall temporarily cease all operations if they are working within 100 metres of a funeral until the conclusion of the service. The Cemetery 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.

**9.7 Contractor Attire and Conduct:** Contractors performing work within the Cemetery are responsible for their actions, conduct, behaviour, and attire. Shirts with sleeves, long pants and CSA approved safety boots must be worn at all times. Contractors who fail to comply with the required attire will be asked to leave the Cemetery grounds. Contractors must also adhere to and comply with the Cemetery's Code of Conduct.

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**9.8 Removal of Implements and Rubbish:** Contractors working within the Cemetery must remove all implements, equipment and rubbish from the Cemetery at the conclusion of the work or at the end of each work day. All work sites must be secured when left unattended.