

PREFACE:

Mount Hope Cemetery is the property of the Corporation of The Municipality of Brighton. It is located on Lot 35, Concession A, in the Municipality of Brighton and was established April 6, 1867.

In December 1921 the Village Council transferred the management and control of the Cemetery to a Board known as "The Cemetery Board of the Village of Brighton", composed of five members, of which the Reeve was one. This was done under the authority of Geo.V Chap. 42, which gives Municipal Councils the power to transfer the management and control of cemetery property to a Board which is given all the powers of the Council, as far as the Cemetery is concerned and all Cemetery property belonging to the Municipality is vested in them and controlled by them for the Municipal Council.

In 1922 additional land was purchased by Mr. S. G. Nesbitt and afterwards presented by him to the Village and now forms part of the Mount Hope Cemetery property.

This property has been surveyed and laid out into lots, which are available to the public. The property has been levelled and proper driveways and paths have been established.

The Council of the Corporation of the Municipality of Brighton in the discharge of their responsibilities appeals to the public to aid them by following these by-laws, which have been adopted for the improvement and upkeep of the Cemetery, to keep it a becoming and respectful place for the burial of the dead.

June 2004 the first Columbarium was installed. August 2008 the Memorial Forest Scattering Grounds was opened. 2010 the Annex was opened.

The Mount Hope Cemetery is licensed to act as a Cemetery in accord with the Funeral Cremation Burial Services Act 2002.

ADMINISTRATION:

1. The Municipality of Brighton reserves full and complete control and management of the land, buildings, planting, roads, utilities, books and records of the cemetery and complete authority to administer these by-laws.
2. The Administrator shall have custody of the cemetery under direction of the operator. No interment or removal of bodies or remains shall take place without notice to the Administrator, and he/she shall see that a proper burial permit or other certificate required by law is furnished to him/her in each instance.

3. The Municipality distinctly disclaims all responsibility for loss or damage from causes beyond their control and especially from damage caused by the elements, and acts of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, accidents, invasion, insurrections, riots, or order of any military or civil authority, whether damage be direct or collateral.
4. The Municipality shall take reasonable precautions to protect the property of Interment Rights Holders but they assume no liability or responsibility for the loss of, damage to, or any resulting injury from any article of any type that is placed on any lot or plot.

DEFINITIONS:

1. **“Cemetery”** means the Mount Hope Cemetery, located on Part Lot 35, Concession A, Municipality of Brighton, County of Northumberland.
2. **“Ministry”** means the Ministry of Consumer Services.
3. **“Municipality”** means the Municipality of Brighton, who is the cemetery operator.
4. **“FBCSA”** means Funeral, Burial, Cremation Services Act, 2002
5. **“By-laws”** The rules and regulations under which the cemetery operates.
6. **“Treasurer”** means the Municipal Treasurer of the Municipality of Brighton.
7. **“Administrator”** means the person under the direction of the operator responsible for administration.
8. **“Interment Rights”** includes the right to require or direct the interment of human remains or cremated human remains in a lot or niche.
9. **“Interment Rights Holder”** means a person **“Certificate of Interment Rights”** means the certificate issued by the Municipality to the purchaser once the rights have been paid in full, identifying ownership of the interment rights.
10. **“Scattering Rights Holder”** Any person designated to hold the right to scatter cremated human remains in a specified lot or other designated area within the cemetery.
11. **“Care and Maintenance Fund”** It is a requirement under the Funeral, Burial, Cremation Services Act, 2002 (FBCSA) that a percentage of the purchase price of all interment rights, and set amounts for marker and monument installations is contributed

into the Care and Maintenance Fund. Only interest earned from this fund is used to provide care and maintenance of plots, lots, markers and monuments at the cemetery.

12. **“Register,”** means electronic, or written records, kept in accordance with the FBCSA. Provincial legislation – Section 110 of Ontario Regulation 30/11 requires all cemeteries to maintain a public register that is available to the public during regular office hours.
13. **“Adult, Children and Infant Lot”** means an area of land in a cemetery containing, or set aside to contain, human remains and having a size of 0.91 meters (3 feet) by 3.05 meters (10 feet). The Annex size will be 1.22 meters (4 feet) by 3.05 meters (10 feet).
14. **“Cremation Lot”** means any burial space intended to receive not more than 6 (six) cremated remains and having a minimum size of 0.91 meters (3 feet) by 3.05 meters (10 feet). The Annex size shall be 1.22 meters (4 feet) by 3.05 meters (10 feet).
15. **“Columbarium”** means an aboveground structure designed for the purpose of interring cremated human remains in sealed compartments.
16. **“Niche”** means a compartment within a columbarium for the cremated human remains.
17. **“Scattered Remains”** means cremated human remains to be scattered in a designated location within the cemetery.
18. **“Plan,”** means the plan of the cemetery, approved by the Ministry of Consumer Services.
19. **“Plot”** means two or more lots in which the rights to inter have been sold as a unit.
20. **“Die stone,”** means the main component of the upright marker, that is, that which rests on the base stone.
21. **“Base stone”** means the structure upon which rests the die stone.
22. **“Foundation”** means the belowground concrete structure upon which rests the base stone.
23. **“Monument”** means any permanent memorial projecting above the ground level.
24. **“Marker”** means any memorial of granite, marble, or bronze set flush with the surface of the ground, and used to mark the location of a lot.

25. **“Corner-stones”** means any stone or other land markers set flush with the surface of the ground and used to indicate the location of a lot.
26. **“Burial Permit”** means a permit issued by the Division Registrar indicating that the death has been registered.
27. **“Urn”** means any container used to hold cremated human remains.
28. **“Inurnment”** means cremated human remains in a niche or burial plot.
29. **“Schedule A”** means schedule of fees.

RESALE & TRANSFER OF INTERMENT RIGHTS:

No person shall sell interment rights unless that person does on behalf of the Municipality. Interment rights holders shall first offer the interment rights to the cemetery operator. The cemetery operator will offer to purchase the rights at the current purchase price perpetual care that was originally paid at the time of purchase. The interment rights may be sold to a third party for no more than the current price listed on the cemetery price list, as long as the sale or transfer is conducted through the cemetery operator and the purchaser meets the qualifications and requirements as outlined in the cemetery operator’s by-laws.

ALL REALES OF INTERMENT OR SCATTERING RIGHTS MUST BE CARRIED OUT THROUGH THE CEMETERY OPERATOR.

Interment rights in Mount Hope Cemetery and Annex shall be purchased through the Cemetery Administrator who is licensed with the Ministry of Consumer Services that is on file in the Municipal Office. The prices for interment rights include the applicable portion for deposit to the Cemetery’s Care and Maintenance Fund.

Cancellation of Interment Rights within 30 Day Cooling-Off Period

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

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

- Upon receiving written notice from the purchaser of the interment or scattering rights, the cemetery operator will cancel the contract and issue a refund to the purchaser for the amount paid for the interment or scattering rights less the appropriate amount that is required to be deposited in the Care and Maintenance Fund. This refund will be made within thirty (30) days of receiving said notice. If the interment rights certificate has been issued to the interment rights holder(s), the certificate must be returned to the cemetery operator along with the written notice of cancellation.
- If any portion of the interment or scattering rights has been exercised, the purchaser, or the interment rights holder(s) are not entitled to cancel the contract or re-sell the interment or scattering rights.

The interment or scattering rights holder(s) intending to sell their rights shall provide the following documents to the cemetery operator so that the operator can confirm the ownership of the rights and provide the third party purchaser with the required certificate etc.:

1. An interment or scattering rights certificate endorsed by the current rights holder
2. If the resale involves scattering rights, a written statement of the number of scatterings rights
3. Any other documentation in the interment or scattering rights holder(s) possession relating to the rights

The third party purchaser will be provided with the following documents by the cemetery operator:

1. An interment or scattering rights certificate endorsed by the current rights holder
2. A copy of the cemetery's current by-laws
3. A copy of the cemetery's current price list
4. If the resale involves scattering rights, a written statement of the number of scattering rights available
5. Any other documentation in the interment rights holder(s) possession relating to the rights

The cemetery operator will:

1. Require a statement signed by the rights holder(s) selling the interment or scattering rights acknowledging the sale of the interment rights to the third party purchaser;
2. Require confirmation that the person selling the interment or scattering rights is the person registered on the cemetery records and that they have the right to re-sell the interment or scattering rights;
3. Record the date of transfer of the interment or scattering rights to the third party;
4. The name and address of the third party purchaser(s);
5. A statement of any money owing to the Cemetery Operator in respect to the interment or scattering rights;

1. The deposit to the Care and Maintenance Fund shall be as specified in the regulation made under the FBCSA 2002 and that came into effect July 1st 2012.
 - a. In the case of an in-ground grave for the burial of an adult, the deposit shall be 40% of the selling price or \$250.00, whichever is greater.
 - b. Columbarium niches, the deposit shall be 15% of the selling price or \$100, whichever is greater.
 - c. Scattering grounds, the deposit shall be 15% of the selling price or \$25.00, whichever is greater.

2. The Municipality shall provide each Rights Holder at the time of sale with:
 - a. A copy of the Cemetery By-laws
 - b. Contract
 - c. Upon payment in full, a Certificate of Interment Rights
 - d. A copy of the cemetery's current price list

3. Purchasers of interment rights acquire only the right and privilege of burial of the dead and of installing monuments or markers through a Monument Company.

4. To ensure the correctness of records of ownership and interments, no transfer of any interment rights or any interest therein shall be binding upon the municipality until notice is given in writing to the administrator of the cemetery specifying the name and address of the proposed transferee and date of transfer, and such particulars have been entered in a register for that purpose. Upon receipt of such notice, and payment of a fee, the transfer may be made.

5. In cases of transmission of ownership by will or bequest of interment rights, the operator reserves the right to require the production of a notarial copy of the will or other evidence sufficient to prove ownership.

6. The cemetery will not repurchase the interment rights for more than four lots held by the same interment right holder in a twelve-month period.

7. Any purchaser of pre-need supplies or services from the municipality may cancel by written notice to the municipality, the contract to purchase at any time before the services or the supplies are provided. No supplies will be ordered or service supplied until the 30-day grace period has passed.

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

INTERMENTS, INURNMENTS AND DISINTERMENTS:

1. At the direction of the operator, the cemetery will be closed at the onset of winter and will reopen at the onset of spring. During this time no burials or interments of cremated remains will take place, no exceptions.
2. Not more than one interment shall be made in any single grave except:
 - a. One full body interment and four (4) cremated remains. 'A' Section is exempted.
 - b. The cremated remains of not more than five (5) cremated remains. 'A' Section is exempted.
 - c. 'A' Section is one full body interment and one cremated remain or two cremated remains.
 - d. Or a 60.96 x 30.48 cm (24" x 12") infant container may be buried at the head end of a single grave in which a casket containing human remains has been buried, provided space is available.
3. Remains to be buried in a grave must be enclosed in a container, sealed securely, and of sufficient strength to permit burial with the container remaining intact. The container must be of a size to permit burial within the size of the lot.
4. All interments must be authorized in writing by the Interment Rights Holder except when the interment of the Interment Rights Holder.
5. The Administrator of the Cemetery, their assistant or someone in the employ of the municipality shall be in attendance at each interment.
6. A burial permit issued by the Division Registrar, showing that the death has been registered and the fee for the opening of the lot according to the fee found in the Price List, must be deposited with an official of the cemetery operator before interment can take place.
7. In the case of a cremation interment or inurnment, the cremation certificate and the prescribed fee for this service according to the Price List must be deposited with an official of the cemetery operator.
8. Persons requesting interments in lots or plots shall be held responsible for charges incurred.
9. When two or more persons hold interment rights in a lot/plot jointly, an order will be accepted from either or any of them or their authorized representative, for interment in such part of the plot as may be requested.

10. All openings for interment, inurnment or disinterment shall be performed in the employ of, or under the direction of the municipality, except under special circumstances, and by permission of the municipality.
11. The interment fee includes the opening and closing and registration of interments and inurnments. The scale of fees for all openings is as defined in schedule A of this document.
12. No person shall remove human remains, except cremated remains from a cemetery unless a certificate of a Medical Officer of Health or the Municipality confirming that the Cemeteries Act and the regulations have been complied with is affixed to the container. The written permission of the Interment Rights Holder is required prior to a disinterment. A burial certificate under the Vital Statistics Act is not required to reinter human remains that have been disinterred according to the FCBSA 2002 and regulations.
13. The Municipality will exercise all due care in making burials and interments but is not responsible for damage to any casket, urn or other container sustained during disinterment.
14. No interment and inurnment shall be permitted where the burial rights have not been paid in full.
15. Funeral corteges within the cemetery shall follow the route indicated by the operator.
16. The Municipality reserves the right, at its cost, to correct any error that may be made by it in making interments, in the description of the lot, or the transfer or conveyance of any interment rights. The Municipality may cancel such grant and substitute other interment rights, or lot of equal value and similar location, as far as is reasonably possible; or refund all money paid on account for such purchase. Notice will be given personally to the Rights Holders. If necessary, it may be mailed to the Rights Holders or their legal representative, at their last appearing address in the record book of the Municipality. In the event any such error may involve the disinterment of remains, the Municipality shall first obtain the approval of any regulatory authority and the Interment Rights Holder.
17. The Municipality shall not be held responsible for any errors made for any funeral arrangements made over the phone.
18. Notice of each interment to be made shall be given to the Administrator at least 24 hours in advance; 8 hours of which must be regular working hours. The Municipality

cannot be held responsible for having lots prepared for funerals unless such notice is given.

19. The Municipality will not do any Sunday or Statutory Holiday interments unless ordered to do so by a representative of the Ministry of Health.

CARE OF LOTS, NICHES AND SCATTERED REMAINS:

1. All lots and plots shall be maintained and kept properly graded, sodded and mown by the operator of the cemetery. No Interment Rights Holder or unauthorized person shall move corner posts or lot markers or change the grading of their lot, and in case of any such change, the operator may restore the lot to its original grade at the expense of the Interment Rights Holder.
2. The cemetery reserves the right to remove all flowers, potted plants, artificial flowers, wreaths and baskets of flowers when they become withered or unsightly or for any other reason such where removals are in the best interest of the cemetery. Flowerbeds of the previous year, which has not been planted by June 30th may also be removed.
3. Vases, urns and flower stands not properly cared for and are not filled with plants by June 30th in any year may be removed from the lot and any stand, holder, vase or other receptacle for flowers deemed unsightly or unsuitable may be prohibited or removed by the administrator.
4. The cemetery is for **FLOWERS ONLY**. They may be real or artificial flowers. Existing flowerbeds shall not exceed 25.4 cm (10 inches) in width. Flowers shall be on one side only in front of the monument, and where there are no monuments. Planting of borders around lots or plots is prohibited.
5. No dwarf evergreens, shrubs or trees are permitted on lots without the permission of the operator or they shall be removed.
6. The height of such existing shrubs and/or ornamental trees shall at no time exceed 0.91 meters (3 feet) above adjacent ground level and at their widest point, including all foliage shall at no time exceed 35.56 cm (14 inches), or obstruct adjacent lots. All existing trees and shrubs growing within any lot not being maintained may be removed or altered by the cemetery operator.
7. If any existing trees or shrubs situated in any lot shall become by means of their roots or branches or in any other way, detrimental to the adjacent lots, drains, roads, walks or monuments, or prejudicial to the general appearance of the grounds or inconvenient to the public, the cemetery operator may remove such trees, shrubs or parts thereof.

8. **NO GLASS CONTAINERS** of any kind are allowed in the cemetery. Cut flowers, potted plants, artificial flowers or wreaths that are not in suitable containers or have deteriorated and create a hindrance to the operation of the Cemetery will be removed. Shepard's hooks not being used will be removed. All potted plants, artificial plants and ordainments must be removed by November 15th till March 31 each year.
9. **THE FOLLOWING ITEMS ARE NOT ALLOWED IN THE CEMETERY.** Cards, notes, letters, plaques, statues, ordainments, pictures, toys, balloons, stuffed animals, candles, holiday decorations, rocks, money, jewelry, decorative containers, solar lights, wind chimes and other memorabilia. **Flags will be allowed.**
10. All flowerbeds are required to be cleared of tender plants after the first frost of the autumn. Rights holders desiring to take any plants away should do so before their removal becomes necessary.
11. Potted plants must not be buried but must be placed on top of the ground as close to the monument base as practical. Those who place potted plants or urns not planted by the operator are responsible for their upkeep and must remove them by November 15th till March 31.
12. Cement urns are allowed to remain after November 15th by the cemetery lot but must be placed upside down as close to the monument base as possible.
13. Nails, wires, wooden crosses, articles of glass or pottery or any other material that create a hazard to workers and to visitors are not allowed in the cemetery.
14. Since borders, fences, railing, walls, cut-stone coping and hedges in or around lots become unsightly, they are prohibited.
15. Implements or materials used in doing any work within the cemetery shall be removed without delay and if this is not done, the operator shall remove items.
16. The Municipality shall not be responsible for loss or damage to any articles left upon any lot or plot.
17. Memorial benches will be allowed in the cemetery. A list of approved memorial benches is available from the operator. The benches may be placed in the cemetery or annex with the approval of the operator.

MONUMENT AND MARKERS:

1. For the purpose of the regulation, a monument shall be understood to mean any permanent memorial projecting above ground level. No monument or other structure shall be erected or permitted on a lot until accrued charges have been paid in full. The Municipality 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 it would interfere with any future interments.
2. All installation of monuments and markers and their foundations shall be arranged for by the Rights Holder through monument dealers or contractors subject to the conditions of these by-laws.
3. No inscription shall be placed on any monument, which is not in keeping with the dignity and decorum of the Cemetery.
4. No monument, footstone, marker or memorial of any kind shall be placed, moved, altered or removed without permission from the administrator.
5. Minor scraping of the base portion of the upright monuments due to the turf mowing operation is considered by the Municipality to be normal wear.
6. The Municipality 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, or part thereof except where such damage or loss is due to its negligence.
7. No monument or marker will be delivered to the cemetery without notifying the operator at least two working days before work is to commence. The operator stakes out locations of lots.
8. Every person installing a monument or marker in the cemetery shall pay the prescribed amount, as set out in the FBCSA 2002, to the Municipality's Care and Maintenance Fund. The interest earned from this fund will be used to maintain the markers or monuments in a safe condition.
9. The amounts are as follows:
 - a. Measuring less than 173 square inches - \$50.00.
 - b. Installing a flat marker measuring at least 115.85 square centimeters (173 square inches) \$50.00
 - c. Installing an upright marker measuring 1.22 meters (4 feet) or less in height and 1.22 meters (4 feet) or less in length, including the base - \$100.00.

- d. Installing an upright marker measuring more than 1.22 meters (4 feet) in either height or length, including the base - \$200.00.

10.If a monument or marker in the cemetery presents a risk to public safety because it is unstable, the Municipality shall do whatever is necessary by way of repairing, resetting or laying down the marker to remove the risk.

11.Only one upright monument may be erected on a single lot with foundation as required to suit the base. The die stone must be installed on a granite base. The top surface of the base must be both wider and longer than the die in order to provide a minimum boarder of 7.6 cm (3 inches) of the surface of the base exposed on all sides for both single and double lot.

12.The maximum die size allowed on a single lot is: The maximum base size allowed on a single lot is:

Height: 1.22 meters (4 feet or 48 inches) max. Height: 20.50 cm (8 inches) max
Width: 66 cm (26 inches) max Width: 76.2 cm (30 inches) max
Thickness 20.50 cm (8 inches) max Thickness: 40.64 cm (16 inches) max

13.A plot is allowed one upright monument and only 2 footstones. Due to the work involved to keep this level, we must restrict the quantity allowed on a lot. The foundation as required to suit base.

14.The maximum die size allowed on a double lot is: The maximum base size allowed on a double lot is:

Height: 1.22 meters (4 feet or 48 inches) overall Height: 20.50 cm (8 inches) max
Width: 132.08 cm (52 inches) max Width: 1.5meters (60 inches) max
Thickness:20.3 cm (8 inches) max Thickness: 40.64 cm (16 inches) max

15FOUNDATIONS, die and bases are the responsibility of the Monument Company. The maximum width of a base is controlled by the width of the plot or lot where it will be installed which is 0.91 meters (3 feet) by 3.05 meters (10 feet). No base shall be closer than 7.6 cm (3 inches) to the lot width sidelines on which it is to be installed.

16.Both sides of the monument may be used for inscriptions. A monument may be used if adjoining plots are owned. Monuments cannot be placed "back to back" against another.

17. Monuments must be placed at the center of the head end of the lot except where alignment with existing nearby monuments justifies another location. Approval of the location must be obtained from the operator before a monument is set.
18. All photographs must be attached to any memorials and loose photographs shall be removed.
19. No foundations may be constructed after November 15th in any year and before April 1st in the following year.
20. The foundation shall be built in the designated space and in the proper dimensions of the monument base. A concrete foundation or precast concrete pad may also be used. This is under the supervision and construction of the Monument Company with the supervision of the operator.
21. The Rights Holder may on the receipt of their Interment Rights Certificate, at their own expense have the operator place two (2) cornerstones 15.2 cm (6 inches) square and not less than 10 cm (4 inches) deep, bearing the last name or initials, at the corners of the plot or lots conveyed to him, such posts to be flush with the ground.
22. Flat Markers or footstones are to be flat and set level with the grounds so that a lawnmower can pass safely over them.
23. Each lot may be marked with one upright monument and or two flat ground monuments. This may be placed within the area of the grave and not to exceed the size of the grave. The minimum thickness for all flat markers including footstones is 10 cm (4 inches).
24. Any flat marker that exceeds the standard width of 40.64 cm (16 inches) can only be installed after a full interment has taken place.
25. All markers and monuments shall be constructed of bronze, granite or marble. The bottom bed of all bases and markers shall be cut level and true.

RULES FOR MONUMENT DEALERS, CONTRACTORS & WORKERS:

1. No monument or flat marker will be delivered to the Cemetery without the proper notification to the operator, who will stake out the location. The foundation is to be completed before the monument arrives. An employee of the cemetery operator must supervise all work. All foundations are by the Monument Company's specifications. The foundation shall not rise above the grade of the surrounding ground. The monument dealer shall pay the prescribed fee for the monuments perpetual care.

2. No monument or marker will be removed without written permission from the operator.
3. All companies who do work in the Municipality of Brighton Cemetery shall have Worker's Compensation coverage for their workers as well as sufficient liability insurance. Proof of liability insurance must be on file with the municipality.
4. Contractors, masons and stonecutters shall lay planks on the lots and paths over which heavy materials are to be moved, in order to protect the surface from damage. Heavy loads shall not be permitted in the Cemetery when the roads are in unfit condition. No monument dealer shall park on the grass unless otherwise directed to do so by the operator.
5. The demeanor and behaviour of all workers employed by others in the cemetery shall be subject to the control of the operator.
6. Workers shall cease work, if in the immediate vicinity of a funeral, until the conclusion of the service.
7. All work must be done during regular cemetery hours, unless by special permission of the operator.
8. No work shall be commenced on Saturday that cannot be finished and the litter and debris removed, by the hour of noon of that day.
9. All implements and materials used in the performance of any work shall be placed where the operator may direct, and all rubbish and surplus earth shall be removed where, and in such manner as the operator may order. Otherwise the obstructions will be removed, and the expense charged to the monument dealer.

RULES FOR NICHE WALLS:

1. Two cremation urns are permitted per niche.
2. Niche wall prices as per Schedule A plus the cost of engraving.
3. Engraving must be ordered through the Mount Hope cemetery administrator at the Municipal Office.
4. The inscriptions will consist of the names of the deceased and year of birth and death.

5. The inscriptions will be consistent with the sample provided by the owner.
6. No fraternal or service club insignias will be allowed.
7. No external decoration will be allowed on or near the niche wall.
8. All flowers shall be removed by November 15th of each year till April unless it is a funeral service and the administrator in an appropriate time frame will remove them.
9. No cards, notes, plaques, ordainments, pictures, toys, balloons, stuffed animals, candles, holiday decorations, rocks or money allowed on the face of the niche.
10. Solely cemetery personnel will do site beautification.
11. Opening and closing of niche walls is an additional charge as specified in the by-laws of Mount Hope Cemetery. See Schedule A.
12. Inscribed memorial benches are available through the cemetery.

RULES FOR MEMORIAL FOREST SCATTERING GROUNDS:

1. Forest Scattering Grounds prices as per Schedule A plus the cost of engraving.
2. Engraving must be ordered through the Mount Hope Cemetery administrator at the Municipal Office.
3. The inscriptions will consist of first and last name of the deceased and year of birth and death.
4. The inscriptions will be consistent with the sample provided by the owner.
5. The operator shall be in attendance at each scattering.
6. Scattering of cremated human remains within the cemetery scattering grounds is permissible, but may only be done by an employee of the operator or the funeral home in areas designated for that purpose.
7. Scattering of cremated human remains shall be considered as non-recoverable and shall mean the option of disinterment is not possible.
8. No trees, shrubs, plants or flowers will be placed in the Forest Scattering Grounds.

9. No external decoration will be allowed on or near the Forest Scattering Grounds.
10. Flowers for an inurnment may be placed that day and will be removed by the operator in an appropriate time frame.
11. Inscribed memorial benches are available through the operator.

RULES FOR VISITORS:

1. Visitors are always welcome at the Cemetery during the open hours, sunrise to sunset. They are asked to remember the respect due to the dead.
2. The operator is empowered and is required to preserve order and decorum in the cemetery.
3. No parades other than funeral processions shall be admitted to or be organized within the cemetery.
4. Children under the age of twelve years are welcome in the cemetery grounds when accompanied by an adult, who shall be responsible for their good conduct and shall see that they do not run over the lots or climb upon the monuments.
5. Visitors entering the cemetery do so at their own risk and waive any claims to redress from the operator through accidents while in the grounds.
6. Vehicles within the cemetery shall be driven at a maximum speed of 15 km and shall not leave the avenues or park on the grass unless directed to do so by the operator.
7. No pleasure ATV's (all terrain vehicles) or snowmobiles are allowed in the cemetery. No picnics or parties shall be permitted in the cemetery grounds.
8. Proprietors of vehicles and their drivers shall be held responsible for any damage done by them.
9. Discharging of firearms, other than in regular volleys at burial services is prohibited in and around the cemetery.
10. Dogs or other pets shall be allowed in the cemetery only if restrained by an appropriate leash and accompanied by their owner, who shall be responsible for clean up after the animal i.e. 'Stoop & Scoop'.

11. Any person who, in the cemetery, damages or moves any tree, plant, marker, fence, structure or other thing usually erected, planted or placed in a cemetery is liable to the municipality and any Interment Rights Holder who, as a result, incurs damage. The amount of damages shall be the amount required to restore the cemetery to the state that it was in before anything was damaged or moved by the person liable.
12. Any complaints by Interment Rights Holders or visitors should be made to the operator, and not to workers on the grounds and controversies with workers or others on the grounds are to be avoided.
13. Rubbish shall not be thrown out on roads, walks or any part of the grounds, but must be removed by owner.
14. Any person disturbing the quiet and good order of the cemetery by noise or other improper conduct or who violates these by-laws, will be expelled from the grounds.
15. The cemetery may remove any article, which is detrimental to efficient maintenance or constitutes a hazard to machinery, employees or visitors, or is unsightly or does not conform to the natural beauty or design of the cemetery. An article removed will be held at the cemetery for collection. If not collected, it will be disposed after 60 days.
16. No tips or gratuities are to be given to cemetery workers by visitors or Interment Rights Holders, nor shall any cemetery worker accept any.

