

**Corporation of the Municipality of Brighton**

**By-law No. 030-2020**

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**Being a by-law of the Corporation of the Municipality of Brighton for the Management, Regulation & Control of Mount Hope Cemetery.**

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**Whereas** Section 10 of the Municipal Act, 2001 provides that municipalities may provide any service that the municipality considers necessary or desirable for the public; and

**And Whereas** pursuant to The Funeral, Burial and Cremation Services Act 2002, O.Reg. 30/11, s. 150 (1) an owner of a cemetery may make by-laws affecting the operation of the cemetery;

**And Whereas** section 151 of Ontario Regulation 30/11 passed under the Act provides that no Cemetery By-law is effective until it is filed with and approved by the Registrar, Bereavement Authority of Ontario;

**And Whereas** a new by-law respecting the regulations and management of the Mount Hope Cemetery is required to comply with the amendments to the Funeral, Burial and Cremation Services Act 2002;

**And Whereas** it is deemed desirable to repeal the current by-law for the Mount Hope Cemetery;

**Now therefore**, the Municipal Council of the Corporation of the Municipality of Brighton enacts as follows:

1. That the articles hereto attached as "Schedule A and B" forms part of this By-law;
2. That this by-law be known as the Cemetery By-law;
3. That the current cemetery by-law, as amended, is hereby repealed upon approval of this by-law by the Bereavement Authority of Ontario;
4. That this by-law shall not come into force and effect until approved by the Bereavement Authority of Ontario
5. That this By-Law repeal the existing Mount Hope Cemetery By-law No. 043-2016 and will supersede and make obsolete any by-law to the contrary.

**Read a first, second and third time and finally passed this 16<sup>th</sup> day of March, 2020.**

(Sgd.) Brian Ostrander, Mayor

(Sgd.) Candice Doiron, Clerk

# **Schedule “A” Cemetery By-law No. 030-2020**

## **Part I. Preamble and Defined Terms**

### **Short Title**

This by-law may be referred to as the “Mount Hope Cemetery By-law”.

### **Purpose**

This by-law has been enacted to establish a policy and procedures regulating the management and control of Mount Hope Cemetery, to ensure that peace and order are maintained and the Cemetery is properly managed.

### **Headings**

The division of this by-law into parts and the insertion of headings are for convenient reference only and shall not affect interpretation of the by-law.

### **References to Applicable Law**

All references to applicable law are ambulatory and apply as amended from time to time.

### **Interpretation**

For the purposes of this by-law:

“Burial/Interment” shall mean the opening of a lot or niche and then the placing of human remains or cremated human remains in that lot or niche, followed by closing the lot or niche. A burial/interment may occur in a grave in the ground or a niche in the columbarium.

“Care and Maintenance Fund” It is a requirement under the Funeral, Burial and Cremation Services Act, 2002 (FBCSA) and O. Reg. 30/11 and 184/12 that a prescribed amount or a percentage of the purchase price (excluding tax) of all interment and scattering rights sold, transferred, assigned or permitted; and prescribed amounts for monuments and markers, is contributed into the care and maintenance fund. If no scattering rights are sold but scattering is permitted a prescribed amount must be contributed to the fund when the scattering is conducted. Interest earned from this fund is used to provide care and maintenance of lots, plots, markers and monuments at the cemetery. The Director of Finance shall be the trustee of a care and maintenance account.

“Cemetery” shall mean the Mount Hope Cemetery in the Municipality of Brighton. The cemetery represents lands that are set aside and approved for the interment of human remains and includes a columbarium and a scattering forest.

"Cemetery By-law" shall mean the rules under which the Corporation of the Municipality of Brighton Cemeteries operates the Mount Hope Cemetery.

“Cemetery Operator” shall mean that person or people responsible for the operation and administration of the cemetery.

"Columbarium" shall mean a structure designed for the interment of cremated human remains in sealed compartments.

“Corner posts” shall mean any stone or other land markers set flush with the surface of the ground and used to indicate the location of a lot or a plot.

"FBCSA" shall mean The Funeral, Burial and Cremation Services Act 2002.

"Flat marker" shall mean a memorial. It is flat to the ground and placed within the perimeter of a burial lot. A flat marker can be constructed of Granite, brass or any other material designed for such a use.

"Foundation" shall mean the belowground concrete structure upon which rests the monument and its related parts.

"Full body interment" shall mean the full body interment of an infant, child or adult.

"Grave" shall mean any in ground burial space intended for the interment of a child, adult or cremated human remains. A grave is the same as a lot.

"Headstone" shall mean the same as "monument".

"Inscription" shall mean to carve or engrave a monument or niche.

"Interment Rights" are the rights to require or direct the interment of human remains in a lot or niche and to authorize the installation of a monument, memorial or inscription.

"Interment Rights Certificate" shall mean the document issued by the cemetery operator to the purchaser once the interment rights to a specific lot have been paid in full, identifying ownership and authority over those specific interment rights.

"Interment Rights Holder" shall mean the person(s) authorized or entitled to inter human remains in a specified lot or niche. They may be the person named in the Interment Rights Certificate or such other person to whom the rights have been assigned.

"Inurnment" shall mean placing cremated human remains in an urn.

"Lot" shall mean an area of land containing or set aside to contain human remains. For the purposes of this by-laws a lot is a single grave space.

"Memorial" shall mean flat marker.

"Memorial Forest Scattering Grounds" shall mean that part of the cemetery where the scattering of cremated remains is permitted.

"Monument" shall mean any permanent memorial projecting above the ground level.

"Municipality" shall mean the Corporation of the Municipality of Brighton;

"Niche" shall mean an individual compartment in a columbarium for the entombment of cremated human remains.

"Owner" shall mean the Corporation of the Municipality of Brighton;

"Plot" shall mean two or more lots in which the rights to inter have been sold as a unit.

"Scattering Forest" shall mean the designated area in the cemetery where the scattering of cremated remains is permitted.

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

"Schedule B" shall mean the price list for fees and charges related to Mount Hope Cemetery.

"Urn" shall mean any container used to hold cremated human remains.

“Urn vault” shall mean any container used to hold an urn.

## **Scope**

This by-law shall apply to all activities, business, interments, Cemetery staff and all persons visiting the Cemetery.

## **Part II. General Information**

### **Hours of Operation**

Mount Hope Cemetery is open from April to December. Entry in the cemetery is permitted daily from dawn to dusk. Opening and closing dates are dependent upon the weather and will be determined by the Cemetery Operator and/or the Director of Parks and Recreation. There is no activity or access to the cemetery when the cemetery is closed.

Burial schedules are related to the weather and generally begin in late May and end in October.

The office for Mount Hope Cemetery is located in the Municipal Building at 35 Alice Street in the Clerk's department. The cemetery operator can be reached Monday to Friday from 8:30 a.m. to 4:30 p.m. at 613-475-0670 extension - 202

### **Contract**

For purposes of these by-laws, all purchasers of interment or scattering rights, or other cemetery supplies and services must receive a copy of the contract they and the Cemetery Operator have signed detailing the obligations of both parties, and acknowledging receipt and acceptance of the cemetery by-laws, a copy of the Consumer Information Guide and the Price List.

### **Liability**

The Corporation of the Municipality of Brighton and/or the Cemetery Operator will not be held liable for any loss or damage, without limitation (including damage by the elements, Acts of God, or vandals) to, any lot, plot, columbarium niche, monument, marker, or other article that has been placed in relation to an interment or scattering right, save and except for direct loss or damage caused by gross negligence of the cemetery.

### **Pets or Other Animals**

Pets or other animals, including cremated animal remains, are not allowed to be buried on cemetery grounds.

### **Right to Re-Survey**

The Cemetery has the right at any time to re-survey, enlarge, diminish, re-plot, change or remove plantings, grade, close pathways or roads, alter in shape or size, or otherwise change all or any part of the cemetery, subject to approval of the appropriate authorities.

### **General Conduct**

The cemetery reserves full control over the cemetery operations and management of land within the cemetery grounds.

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

All visitors should conduct themselves in a quiet manner that shall not disturb any service being held.

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

## **Part III. Interment Rights**

### **Notice of Resale and Transfer of Interment Rights**

The cemetery operator prohibits the resale of interment rights to a third party and will repurchase these rights from the interment rights holder or such other person to whom the interment rights have been assigned, at the price listed on the current price list less any care and maintenance contribution amount previously made. Transfers of interment rights cannot be prohibited so long as the purchaser meets the qualification and requirements as outlined in the cemetery operator's by-laws.

The cemetery operator prohibits the resale of interment rights to a third party and is not required to repurchase unused interment rights in a plot (more than one lot) if one of the interment rights in the plot has been exercised.

### **Cancellation or Resale of Interment Rights**

Purchasers of interment or scattering rights holders acquire only the right to direct the burial of human remains and the scattering of cremated human remains, and the installation of monuments, markers and inscriptions, subject to the conditions set out in the cemetery by-laws. In accordance with cemetery by-laws, no burial, entombment, scattering, or installation of any monument, marker, inscription, or memorialization is permitted until the interment rights have been paid in full. An interment rights certificate will be issued to the Interment Rights Holder(s) when payment has been made in full. The purchase of interment rights is not a purchase of Real Estate or real property. An interment rights holder wishing to resell their interment rights may do so by advising the cemetery operator of their intentions.

### **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 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 into 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 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 rights.

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

Unless the interment or scattering rights have been exercised the purchaser retains the right to cancel the contract or re-sell the interment or scattering rights. Once payment for the interment or scattering rights has been made in full, and an

interment rights certificate has been issued, the interment or scattering rights holder(s), as recorded on the cemetery records, has right to re-sell the interment rights. Any resale of the interment right shall be in accordance with the requirements of the cemetery by-laws and in keeping with the FBCSA and O. Reg. 30/11 and 184/12.

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

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

It is a requirement under the FBCSA and O. Reg. 30/11 and 184/12 that a prescribed amount or a percentage of the purchase price (excluding tax) of all interment and scattering rights sold; and prescribed amounts for monuments and markers is contributed into the care and maintenance fund. If no scattering rights are sold but scattering is permitted a prescribed amount must be contributed to the fund when the scattering is conducted. Interest earned from this fund is used to provide care and maintenance of lots, plots, markers and monuments at the cemetery. Contributions to the care and maintenance fund are not refundable except when interment or scattering rights are cancelled within the 30-day cooling off period.

### **All resales of interment or scattering rights must be carried out through the cemetery operator.**

If an interment rights holder wishes to re-sell the interment rights, the rights holder must make the request to the cemetery operator in writing. The cemetery operator will repurchase the interment rights at the price listed on the cemetery operator's current price list less the Care and Maintenance Fund contribution made at the time of purchase. The re-purchase and payment to the rights holder requesting the sale must be completed within 30 days of the request.

The interment or scattering rights holder requesting the resale of the rights must return the interment rights certificate to the cemetery operator and the rights holder(s) must endorse the interment or scattering rights certificate, transferring all rights, title and interest back to the cemetery operator. The appropriate paperwork must be completed before the cemetery operator reimburses the rights holder(s).

## **Part IV Interment Procedures**

### **Burial or Scattering of Cremated Remains**

Interment or scattering rights holder(s) must provide written authorization prior to a burial, scattering, or an entombment taking place. Should the interment or scattering rights holder be deceased, authorization must be provided in writing by the person authorized to act on behalf of the interment rights holder in keeping with the Succession Law Reform Act such as a Personal Representative, Estate Trustee, Executor or next of kin.

A Certificate of Cremation must be submitted to the cemetery office prior to the burial of cremated remains or scattering of cremated remains taking place.

In accordance with the FBCSA and O. Reg 30/11 and 184/12 the purchaser of interment or scattering rights must enter into a cemetery contract, providing such information as may be required by the cemetery operator for the completion of the contract and the public register prior to each burial or entombment of human remains, or each scattering of cremated human remains.

Payment must be made to the cemetery operator before a burial or scattering takes place.

The cemetery operator shall be given at least 48 hours of notice (not including Saturday or Sunday) for each burial of human remains or scattering of cremated human remains. All interments are scheduled in a manner that is respectful to other interments that may be conducted within the cemetery.

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

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

A Certificate of Cremated remains is required by the Cemetery Operator before any scattering or burial of cremated remains is permitted. Any cremated remains to be buried must be in an urn and or an urn vault.

A Burial Permit is required by the Cemetery Operator for every full body interment.

Scattering of cremated remains is only permitted in the designated area within the cemetery. The designated area is known as the Memorial Forest Scattering Grounds.

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

Once scattered; cremated remains cannot be retrieved.

Human remains may be disinterred from a lot provided that the written consent (authorization) of the interment rights holder has been received by the cemetery operator and the prior notification of the medical officer of health. A certificate from the local medical officer of health must be received at the cemetery office before the removal of casketed human remains from the cemetery may take place. A certificate from the local medical officer of health is not required for the disinterment of cremated remains from a lot or the removal of cremated remains from the cemetery.

In special circumstances the removal of human remains may also be ordered by certain public officials without the consent of the interment rights holder and/or next of kin(s).

Interment made in any single grave shall be conducted according the following:

- a. One full body interment and four (4) cremated remains in Sections B, C, D and H; Section A is exempt.
- b. Five (5) cremated remains in Sections B, C, D and H; Section A is exempt.
- c. Section A is restricted to one full body interment and one cremated remains or two cremated remains.

No interment shall take place until all fees and/or payments have been made in full.

## **Part V. Columbarium By-Laws**

Payment must be made to the cemetery operator before an interment may take place

Only the cemetery operator may open and seal niches for interments.

To ensure quality control, desired uniformity and standard of workmanship, the cemetery reserves the right to monitor inscriptions on all niches.

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

No interment shall take place until all fees and/or payments have been made in full.

Flowers, bouquets of flowers or flowers in pots equal to or less than 6" (15.24 cm) in diameter may be placed at the base of the Columbarium. No item of any type is allowed to be placed on top of the Columbarium. Any flowers, bouquets of flowers or flowers in pots that have become unsightly or found a greater than 12" (30.48 cm) away from the wall may be disposed of by cemetery staff.

## **Part VI. Monuments and Memorialization**

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

All monuments and flat markers are subject to perpetual care and maintenance fees as described in the Funeral, Burial and Cremation Services Act, 2002 (FBCSA) and O. Reg. 30/11.

A signed contract as well as a detailed sketch showing all dimensions must accompany the request for the installation of foundations.

No monument, footstone, marker or memorial of any description shall be placed, moved, altered, or removed without permission from the cemetery operator.

Minor scraping of the monument base of an upright monument due to grass/lawn maintenance is considered normal wear and tear.

The cemetery operator will take reasonable precautions to protect the property of interment rights holders, but it assumes no liability for the loss of, or damage to, any monument, marker, or other structure, or part thereof.

Memorials or monuments and flat markers etc. are owned by the interment rights holder and the cemetery operator is not responsible for their loss or deterioration. These memorials should be protected by the interment rights holder's own insurance coverage.

All foundations for monuments and markers shall be built by, or contracted to be built for, the cemetery operator at the expense of the interment rights holder.

The foundation for all monuments greater than 12" (30.48 cm) in height must be constructed so that it has a depth of not less than 48" (121.92 cm) below the ground and it must be constructed by authorized personnel.

Should any monument or marker present a risk to public safety because it has become unstable, the cemetery operator shall do whatever it deems necessary by way of repairing, resetting, or laying down the monument or marker or any other remedy to remove the risk.

The cemetery operator reserves the right to remove at its sole discretion any marker, monument, or inscription which is not in keeping with the dignity and decorum of the cemetery.

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

The cemetery operator reserves the right to determine the maximum size of monuments, memorials and flat markers, their number and their location on each lot or plot.

One monument shall be erected within the designated space on any lot. Both sides of monument and base may be used for inscription. All monuments are

centered on a single lot or centered equally over two lots at the Western perimeter.

No monument or flat marker, with the exception of military-style grave markers as defined by Veterans Affairs, shall be erected on any lot unless the following regulations are met:

- On a single lot 36" (91.44 cm) wide the maximum size for any part of a monument including the foundation is 30" (76.20 cm) long x 12" (30.48 cm) wide x 36" (91.44 cm) in height.
- On a single lot 48" (121.92 cm) wide the maximum size for any part of a monument including the foundation is 40" (101.60 cm) long x 16" (40.64 cm) wide x 40" (101.60 cm) in height.
- A monument can be centered on two lots that are side by side.
- On two single side by side lots 36" (91.44 cm) wide the maximum size for any part of a monument including the foundation is 48" (121.92 cm) long x 16" (40.64 cm) wide x 40" (101.60 cm) in height.
- On two single side by side lots 48" (121.92 cm) wide the maximum size for any part of a monument including the foundation is 54" (137.16 cm) long x 16" (40.64 cm) wide x 46" (116.84 cm) in height.

Any interment right holder who would like to install a monument with a size greater than the dimensions listed in this by-law can appeal to the Cemetery Operator however there is no guarantee that oversized monuments will be permitted.

A maximum of two flat markers or memorials can be installed on a lot. Any flat marker or memorial must be installed in a manner that allows a minimum of 3" (7.62 cm) clearance around the perimeter of a lot.

The maximum sized flat marker or memorial permitted on a 36" (91.44 cm) wide lot is 30" (76.20 cm) x 20" (50.80 cm)

The maximum sized flat marker or memorial permitted on a 48" (91.44 cm) wide lot is 36" (91.44 cm) x 22" (55.88 cm)

The minimum thickness for flat markers or memorials is 4 inches or (10.16 cm).

All monuments and markers shall be constructed of bronze or natural stone (i.e. granite).

No monument shall be delivered to the cemetery for installation until the monument foundation has been completed, and the interment rights holder(s) and/or monument retailer have been notified by the cemetery operator.

## **Part VII Lot Decorations**

Lot decorations shall be deemed to include all ornaments/figurines, plants, or other embellishments, which are placed on Cemetery lots with the intention of improving their appearance. No lot decorations permitted by this by-law shall be placed on a lot if outstanding fees are unpaid. The Municipality of Brighton is not responsible for lost or stolen items. Any lot decorations must be secured to monuments in a manner that prevents them from being blown away by the wind.

### **Lot Decoration Rules (May 1st to October 1st.)**

The Municipality of Brighton recognizes that there is significant value to the interment rights holders in decorating cemetery lots. The Municipality of Brighton also has an obligation to provide a safe and visually pleasing environment. In the interest of these objectives, it is imperative that the following rules be followed:

Lot decorations for one interment rights holder, must not infringe on the property of another interment rights holder.

All lot decorations must be removed by October 1, those not removed may be disposed of by cemetery staff.

### **Solar Lights (Plastic Containers—No glass or ceramics)**

Solar lights which are securely placed, will be allowed to a maximum of three in total. Interment Rights Holders may have a solar light on either side of the monument and in line with the monument row. As an alternative, Interment Rights Holders may have lights up to a maximum of three in total, in front of the monument and securely placed in the 12" (30.48 cm) garden area. No candles will be permitted. Solar lights will only be allowed in the upright monument sections.

Solar Lights are allowed to be displayed on shepherd hooks. Solar lights must not exceed the height of the monument. For monuments less than 24" (60.96 cm) in height, solar lights permitted a maximum height of 24" (60.96 cm).

### **Artificial Wreaths**

Artificial and/or silk flower arrangements/wreaths, attached to a stand or monument, may be placed and remain on gravesites, from May 1st to October 1st. Any items placed on a stand must be as close to the monument as possible and not extend more than 12" (30.48 cm) into the lot or plot where it has been mounted. All items not conforming to lot decoration rules, may be removed by cemetery staff.

### **Saddle Wreaths**

Saddle wreaths must follow the season. All saddle wreaths that become unsightly will be removed by cemetery staff. No Christmas saddle wreaths will be allowed during summer months. No wreaths, other than saddle wreaths will be allowed to be fastened to a monument from May 1<sup>st</sup> to October 1.

### **Bushes and Shrubs**

No bushes or shrubs are permitted on any lot or plot.

### **Borders/Edging**

Flower beds cannot exceed the width of the Monument and can only be placed on lots with monuments.

Borders or edging made of rubberized plastic, treated wood or pre-formed concrete, no thicker than two inches will be allowed only if it is installed properly and totally flush to the soil. Raised scalloped concrete borders are not allowed. Borders/edging must be installed in a manner that does not extend more the 12" (30.48 cm) from the East side of a monument. Flower beds are only permitted on the East side of a monument.

Interment Rights Holders are responsible to ensure that all flowerbed borders are completely flush to the surrounding ground. If interment rights holders are unable to keep borders flush within a one-month notice, borders may be removed by cemetery staff.

### **Wood Crosses and Temporary Markers**

Wooden crosses will be allowed, as temporary markers on any unmarked graves for a period of one year from time of burial. Time extensions may be considered after one year on a case by case basis. The interment right holder will be responsible for removal of the cross or temporary marker. Cemetery staff will remove the cross after the allowable time if the holder has not undertaken this (The only exception to this rule will be veteran's crosses). Wood crosses may be between 2' (60.96 cm) to 3' (91.44 cm) in height above the ground and 12" (30.48) cm to 18" (45.72 cm) in width. Other types of temporary markers must conform the same dimensions. Wood crosses and temporary markers must be firmly affixed to the ground or be heavy enough that they can be moved by wind.

Vertical and horizontal pieces of the cross are to be a maximum of 2" (5.08 cm) in thickness and 4" (10.16 cm) in width. Crosses are to be constructed of wood only. All crosses must be well/properly maintained by the interment rights holder. The cemetery reserves the right to remove and discard wooden crosses or temporary markers that diminish the otherwise tidy appearance of the cemetery.

The cemetery reserves the right to disallow or remove quantities of memorial wreaths or flowers considered to be excessive and that diminishes the otherwise tidy appearance of the cemetery.

### **Part VIII. Items that are Prohibited and Permitted**

The cemetery reserves the right to regulate the articles placed on lots or plots that pose a threat to the safety of all interment rights holders, visitors to the cemetery and cemetery employees, prevents the cemetery from performing general cemetery operations, or are not in keeping with the respect and dignity of the cemetery. Prohibited articles will be removed and disposed of without notification.

The following are examples of articles that are prohibited from being placed on lots within the cemetery: candles, 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. This list provides a variety of examples but is not exhaustive.

The cemetery reserves the right to disallow or remove quantities of memorial wreaths or flowers considered to be excessive and that diminishes the otherwise tidy appearance of the cemetery.

### **Part IX. Care and Planting**

A portion of the price of interment or scattering rights is trusted into the Care and Maintenance Fund. The income generated from this fund is used to maintain, secure and preserve the cemetery grounds and markers. Services that can be provided through this fund include:

- Re-levelling and sodding or seeding of lots or scattering grounds
- Maintenance of cemetery roads, sewers and water systems
- Maintenance of perimeter walls and fences
- Maintenance of cemetery landscaping
- Maintenance of the columbarium
- Repairs and general upkeep of cemetery maintenance buildings and equipment
- No person other than cemetery staff shall remove any sod or in any other way change the surface of the burial lot in the cemetery.
- No person shall plant trees or shrubs in the cemetery except with the approval of the cemetery.
- Flowers placed on a grave for a funeral shall be removed by the cemetery staff after a reasonable time to protect the sod and maintain the tidy appearance of the cemetery.

### **Part X. Contractors and Monument Dealer**

Any contract work to be performed within the cemetery requires the written pre-approval of the interment rights holder and the cemetery operator before the work may begin. Pre-approval includes but is not limited to: landscaping, delivery of monuments and markers, 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 contact the Cemetery Operator and provide the necessary approvals before commencing work at any location on the cemetery property.

Prior to the start of any work, contractors must provide proof of appropriate liability insurance. The Corporation of the Municipality of Brighton requires (2) million dollars minimum per occurrence with the Municipality of Brighton named as a co-insured entity.

Prior to execution of any work a contractor shall provide to the Cemetery Operator a letter from the Worker Compensation Board (WCB) certifying that all assessments have been paid and that the Contractor is in good standing with the WCB.

All cemetery by-laws apply to all contractors and all work carried out by contractors within the cemetery grounds.

Contractors, monument dealers and suppliers shall not enter the cemetery in the evening, weekends or statutory holidays, unless approval has been granted by the Cemetery Operator.

No work will be performed at the cemetery except during the regular business hours of the cemetery unless permission has been granted from the Cemetery Operator.

Contractors shall cease all operations if they are working within 100 metres of a funeral in progress. Work can resume after 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.

Contractors, monument dealers and suppliers shall lay wooden planks or a similar type material on the burial lots and paths over which heavy materials are to be moved to protect the surface from damage.

## Schedule “B” Cemetery By-law 030-2020

### Price List

“Effective this 16<sup>th</sup> day of March 2020, Mount Hope Cemetery is required to collect HST on all sales and services.”

### Plot Sales

Plot size is 48” x 120” (121.92 cm x 304.8 cm).

Plots are used for burials and cremations for adults and children.

Service	Price
Interment Rights for a single plot	\$900.00 (\$360.00 is deposited to the Care and Maintenance Account)
Corner Posts	\$115.00

### The Maples Columbarium

#### Interment Rights for a niche plot

Niche size is 16” deep by 10” high x 10” wide.

Service	Price
Top two rows	\$2,000.00 (\$300.00 deposited to the Care and Maintenance Account.)
Middle two rows	\$1800.00 (\$270.00 deposited to the Care and Maintenance Account.)
Bottom two rows	\$1,600.00 (\$240.00 deposited to the Care and Maintenance Account.)
Inscriptions for Niche (full plate)	\$600.00
Inscriptions for Niche (date only)	\$180.00

#### Interments: Opening and Closing

Service	Price
Vault opening and closing	\$800.00 (No dressing)
Casket opening and closing	\$950.00 (Includes dressing)
Casket opening and closing for an infant	\$600.00 (Includes dressing)
Cremated Remains in ground in a standard sized urn or urn vault (12” x 12” x 12” or smaller)	\$500.00 per interment
Cremated Remains in an oversized urn or urn vault (over 12” x 12” x 12”)	\$600.00 per interment
Interment of more than one cremated remains per opening	\$500.00 plus \$100.00 for each additional cremated remains.
Columbarium opening and closing	\$300.00 (one or two cremated remains)
Saturday Surcharge	\$150.00

#### Disinterment: Opening and Closing

Service	Price
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Vault opening and closing	\$1200.00
Casket opening and closing	\$1200.00
Cremated Remains in ground	\$500.00
Cremated Remains in ground	\$600.00 (oversized urn or urn vault)

### **Memorial Forest Scattering Grounds**

The Memorial Forest has 8 sections for scattering.

<b>Service</b>	<b>Price</b>
Scattered remains	\$300.00 (\$25.00 deposited to the Care and Maintenance Account)
Memorial wall inscription	\$300.00
Inscriptions for Memorial wall (date only)	\$180.00

### **Administrative Costs**

<b>Service</b>	<b>Price</b>
Interment Rights Transfer	\$100.00
Cancellation of Interment rights	\$100.00