



The By-laws of the Mount Calvary Cemetery

Preface:

The Corporation of the Town of Spanish, 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.

The Mount Calvary Cemetery is licensed to act as a Cemetery in accord with the Cemeteries Act of 1990.

It is our hope that by a cooperative effort we can keep the cemeteries attractive and peaceful.

1. Definitions:

“**Adult Lot**” shall mean any burial space intended for an adult, and having a size of 1.22 meters (4 feet) by 2.44 meters (8 feet).

“**Care and Maintenance Fund**” is the trust fund in which all monies, received by The Corporation, for the care and maintenance of lots, plots and monuments have been invested.

“**Caretaker**” shall mean the caretaker of the Town of Spanish Cemetery as appointed by the Board.

“**Cemetery**” shall mean the Mount Calvary Cemetery located at Lot Section 29, concession North East 114, in the Town of Spanish, District of Algoma.

“**Cemetery Act**” means the Cemeteries Act, (Revised), R.S.O. 1990, Chapter C.4 and Regulation, as amended;

“**Cemetery Reserve Fund**” means that fund in which a certain percent of all monies received on the sale of graves and niches has been invested by the Clerk Treasurer of the Town of Spanish, which fund shall be for the purposes of property acquisition, maintenance and such other specific purpose as Council may from time to time determine.

“**Cemetery Services**” includes the opening and closing and general care of graves and niches and any other service that is normally provided by the owner of a Cemetery.

“**Certificate of Interment Rights**” shall mean the certificate issued by The Corporation to the purchaser of interment rights in either a lot or plot.

“**Children’s Grave**” shall mean any burial space of less than 1.22 meters (4 feet) by 2.44 meters (8 feet).

“**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.

“**Cremation Lot**” shall mean any burial space intended to receive not more than 1 (one) cremated remains and having a minimum size of 2 feet by 2 feet. This being purchased after July 2, 2009.

“**Interment Rights**” includes the right to require or direct the interment of human remains in a lot.

“**Interment Rights Holder**” means a person with interment rights with respect to a lot and includes a purchaser of interment rights under the Cemeteries Act, being chapter C.3 of the Revised Statutes of Ontario, 1990, or a predecessor of that Act.

“**Lot**” means an area of land in a Cemetery containing, or set aside to contain, human remains and includes a tomb, crypt or compartment in a mausoleum and a niche or compartment in a columbarium.

“**Marker**” shall mean any memorial of Granite, Marble, or Bronze set flush with the surface of the ground, and used to mark the location of a lot.

“**Ministry**” shall mean the Ministry of Consumer Services for Ontario.

“**Monument**” shall mean any permanent memorial projecting above the ground level.

“**Plan**” shall mean the plan of the Cemetery, approved by the Ministry of Consumer Services for Ontario.

“**Plot**” means two or more lots in which the rights to inter have been sold as a unit.

“**Register**” shall mean electronic or written records, kept in accordance with the Cemeteries Act.

“**Statutory Holiday**” includes any day set aside as a statutory holiday in the working agreement at any time in force between the Town of Spanish.

“**Tariff**” shall mean the tariff of fees and charges as set out by The Corporation.

“**Treasurer**” shall mean the Municipal Treasurer of the Town of Spanish.

2. Administration

2.1.1 The Town of Spanish reserves full and complete control and management of the land, buildings, plantings, roads, utilities, books and records of the Cemetery and complete authority to administer these by-laws.

2.1.2 The Caretaker shall have the custody of the Cemetery under the direction of the Corporation. No interment or removal of bodies shall take place without notice to the Caretaker, and he/she shall see that a proper Burial Permit or other certificate required by law is furnished to him/her in each instance.

2.1.3 The Corporation 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..

2.1.4 The Corporation 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 from any article of any type that is placed on any lot or plot.

2.2 Town Clerk

The sale of services and lots and the maintaining of all records pertaining thereto shall be under the control and management of the Town Clerk.

Duties

It shall be the duty of the Town Clerk and have the power to:

2.2.1.1 To sell lots and services in accordance with the price lists attached as Schedules to this by-law, issue receipts for the proceeds of the sales, remit the said proceeds for deposit to the care & maintenance account of the Town of Spanish, prepares interment rights certificates and keep a register for public inspection in which shall be entered all particulars of the sales, as follows:

2.2.1.2 The name and address of every interment rights holder of a niche and a lot; and

2.2.1.3 Every transfer of the interment rights holder of a niche or a lot.

2.2.2 To provide for public inspection, a separate register in which shall be entered;

- 2.2.2.1 The names of every deceased person whose body is interred in the cemetery.
- 2.2.2.2 The location of every deceased person interred in the cemetery.
- 2.2.2.3 The date of the interment of every such body.
- 2.2.3 To provide for public inspection at the municipal office during regular office hours, a current plan of the cemetery approved by the Ministry, and to provide and revise on a regular basis a duplicate plan to be retained for information by the Department;
- 2.2.4 To sign for all purchase of lots, niches, interments, disinterment and removals and to sign all such other orders as may be necessary; and
- 2.2.5 To maintain a liaison with the Department with respect to records of sales and services relating to interments, disinterment, removals and in all other matters not herein expressly provides.

3. Sale & Transfer of Lots

- 3.1 No person shall sell interment rights unless that person does so on behalf of the Corporation.
- 3.2 Interment rights in lots and plots may be purchased from The Corporation at the rates filed with the Ministry and according to the plans approved by the Ministry of Consumer Services for Ontario that are on file in the office of the Caretaker of the Cemetery. The prices for lots include the applicable portion for deposit to the Cemetery's Care and Maintenance Fund.
- 3.3 The deposit to the Care and Maintenance Fund shall be as specified in the regulation made under the Cemeteries Act Revised 1990 and that came into effect April 1st 1992.
 - 3.3.1 In the case of an in-ground grave for the burial of an adult, the greater of 40% of the selling price or \$150.
 - 3.3.2 In the case of an in-ground grave for the burial of a child or of cremated remains, 40% of the selling price.
 - 3.3.3 Payments for lots shall be made at the office of the Secretary-Treasurer.
 - 3.3.4 The Corporation shall provide each Rights owner at the time of sale with:
 - a) A copy of the contract
 - b) A copy of the Cemetery By-laws
 - c) Upon payment in full, a Certificate of Interment Rights
- 3.4 Purchasers of lots acquire only the right and privilege of burial of the dead and of constructing monuments or placing markers, subject to the Cemetery By-laws from time in force and approved by the Ministry of Consumer Services.
- 3.5 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 Corporation until notice is given in writing to the Secretary-Treasurer of the Corporation 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 shall be made.
- 3.6 In cases of transmission of ownership by death, the transmission shall be recorded on receipt of sufficient evidence as follows:

- 3.6.1 In case of devise by deposition with the Board a certified copy of the probate of the last will and testament of the deceased.
- 3.6.2 A certified copy of the letters of the administration of the estate of the deceased in which event the owner to be recognized by the Board will be the executor, administrator or the heirs to be determined from the said documents.
- 3.6.3 Where no Probate or Administration has been taken out, and no one of the heirs of the original owner of the plot has been designated as the present owner, then the Caretaker may permit an interment in the plot upon receiving a signed certificate of responsibility in the following form:
 To the Caretaker,
 Please permit the interment of the lateof.....in lot #:.....Cemetery, Town of Spanish, for which I assume full responsibility.
 Signed:.....
 Address:.....
 For Rights Holder:.....

- 3.7 An interment rights holder may require, by written demand, the Corporation to repurchase the rights at any time before they are used.
- 3.8 If the Corporation receives notice that a contract is cancelled within thirty days, the Corporation will refund to the purchaser all money received under the contract, with interest, within thirty days of receiving the notice.
- 3.9 If the Corporation receives notice that a contract is canceled after thirty days, the Corporation shall retain all funds placed in the care and maintenance fund. This also applies to all purchases or contracts that were made before this Act came into being.
- 3.10 If the original selling price is unknown, the repurchase price shall be deemed to be \$50,00 as according to the Cemeteries Act of 1990.
- 3.11 In accordance with the Cemeteries Act of 1990, the Corporation is not required to repurchase the interment rights for more than four lots held by the same interment right owner in a twelve-month period.
- 3.12 The Corporation, after receiving such a demand, shall repurchase the interment rights within thirty days after receiving the demand.
- 3.13 NO REFUND will be made for any lot if any interment rights have been exercised.
- 3.14 Any purchaser of pre-need supplies or services from The Corporation may cancel, by written notice to the Corporation, 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 days grace period has passed.
- 3.15 Section 16 does not apply if the supplies or services are provided within the thirty days after the contract is made because of the death of the person for whom the supplies or service were contracted.
- 3.16 If any lot is sold and has not been used, after a 50 year period may be considered abandoned. The Corporation may apply to the Registrar for a declaration that the interment rights are abandoned after making inquiries and giving reasonable notices to find the interment Rights Holders or beneficiaries. Upon being

satisfied that the rights are abandoned, the Registrar shall issue a declaration to that effect. If there is not an appeal by the end of the time period allowed for appeal, the Corporation may resell the lot in question.

3.17 Any person whose interment rights have been resold after being declared abandoned may apply to the Registrar for redress. Upon receiving an application for redress, the Registrar shall order the Corporation to provide better or equivalent interment rights in that Cemetery or to refund the amount that it would cost to purchase better or equivalent interment rights in the Cemetery or, if no interment rights are available in the Cemetery, in the closest Cemetery appropriate to the religious or ethnic affinities of the person whose interment rights have been resold.

4. Interments and Disinterment

4.1 No burials shall take place between December 15 and April 1 unless weather permits an extension.

4.2 Not more than one burial shall be made in any single grave except:

4.2.1 With permission of the owner of an occupied gravesite, up to four cremated remains will be permitted to be interred in the same grave, provided they are members of the same family and are interred after the full interment.

4.2.2 In the case of two infants.

4.2.3 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.

4.3 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. Reinforced cardboard containers are not permitted. The container must be of a size to permit burial within the size of the lot.

4.4 All interments must be authorized in writing by the interment rights holder except the interment of the interment rights holder.

4.5 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 rate of tariffs, must be deposited with an official of the Corporation before interment can take place.

4.6 In the case of cremation interment, the cremation certificate and the prescribed fee for this service according to the rate of the tariffs must be deposited with an official of the Corporation.

4.7 Persons requesting interments in lots or plots shall be held responsible for charges incurred.

4.8 When interment rights in a lot/plot are held jointly by two or more persons, an order will be accepted from either or any of them or their authorized representatives, for interment in such part of the plot as may be requested.

4.9 No lot shall be opened for interment or disinterment by any person not in the employ of, or under the direction of the Corporation, except under special circumstances, and by permission of the Corporation.

4.10 The interment fee includes the opening and closing of the lot and the registration of the burial.

4.11 The scale of fees for lot openings is based on the size of the lot and labour involved.

- 4.12 No person shall remove human remains, except cremated remains; from a Cemetery unless a certificate of a Medical Officer of Health or the Corporation confirming that the Cemeteries Act and the regulations have been complied with is affixed to the container. A burial certificate under the Vital Statistics Act is not required to re-inter human remains that have been disinterred according to the Cemeteries Act and regulations.
- 4.13 The Corporation 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.
- 4.14 No interment shall be permitted in any lot where the burial rights have not been paid in full.
- 4.15 The Caretaker shall meet the Cortege at the gate of the Cemetery, direct the funeral to the place of burial and remain in attendance for the interment.
- 4.16 The Corporation 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 Corporation may either 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 owners. If necessary, it may be mailed to the rights owners or their legal representatives, at their last appearing address in the record books of the Corporation. In the event any such error may involve the disinterment of remains, the Corporation shall first obtain the approval of any regulatory authority and the interment rights owner.
- 4.17 The Corporation shall not be held responsible for any errors made for any funeral arrangements made over the phone. These arrangements should be made in writing.
- 4.18 Notice of each interment to be made shall be given to the Secretary-Treasurer of the Cemetery at least 48 hours in advance, 16 hours of which must be in regular working hours. The Corporation cannot be held responsible for having lots prepared for funerals unless such notice is given.
- 4.19 Funerals will be allowed in the Cemetery only between the hours of nine o'clock in the forenoon and five o'clock in the afternoon but no funeral Cortege will be allowed to enter the Cemetery after four o'clock in the afternoon on a weekday and three o'clock in the afternoon on any Saturday unless ordered to do so by a representative of the Ministry of Health.
- 4.20 Corporation will not do any Sunday or Statutory Holiday interments unless ordered to do so by a representative of the Ministry of Health.
- 4.21 Extra charges are included in the tariff of rates for:
- 4.21.1 Sunday or Holiday interments subject to item 20 above.
 - 4.21.2 Winter burials subject to item 20 above.
 - 4.21.3 Funerals reaching the Cemetery after the hour of four o'clock in the afternoon on a weekday and three o'clock in the afternoon on a Saturday.

5. Care of Lots - General

- 5.1 All lots and plots sold or assigned shall be maintained and kept properly graded, seeded and mown by employees of the Corporation.
- 5.2 No person shall do any work upon a burial lot without the permission of the Caretaker.
- 5.3 Dwarf shrubs are permitted only on lots having a monument and only one shall be planted on either side of the monument. All plantings must be approved by the Caretaker. The owner shall be responsible for the planting and maintenance of any dwarf shrub.
- 5.4 The height of such dwarf shrubs shall at no time exceed the top of the adjacent monument.
- 5.5 The diameter of such shrubs at their widest point, including all foliage shall at no time exceed 35.56 cm (14 inches), or obstruct adjacent lots.
- 5.6 If any shrubs situated in any lot shall have become by means of their roots or branches or in any other way, detrimental to the adjacent lots, drains, roads or walks, or prejudicial to the general appearance of the grounds or inconvenient to the public, the Corporation may remove such shrubs or parts thereof after 30 days' notice to the Interment Rights Holder.
- 5.7 Borders, fences, railings, walls, cut-stone copings of Granite or fieldstone, and hedges in or around lots are prohibited.
- 5.8 No Interment rights holder shall change the grading of his lot, and in case of any such change, the Corporation may restore the lot to its original grade at the expense of the Interment rights holder.
- 5.9 No unauthorized person shall sod, move corner-posts or lot markers.

6. Care of Lots - Flowers

- 6.1 The Corporation reserves the right to remove all flowers, potted plants and wreaths when they become withered or unsightly, or for any other reasons such removals is in the best interest of the Cemetery.
- 6.2 The use of hanging baskets, vases, urns, flower beds and flower stands are prohibited.
- 6.3 No flowers, shrubs, plants or any attachments shall be permitted on the niche wall or cremation plots.
- 6.4 Only one approved artificial wreath which either shall be a saddle wreath which is fastened to the top of the upright monument or an artificial wreath which is securely fastened to a three (3) pronged, free-standing wire stand of a maximum height of 91 cm (36") is permitted on a family plot. Wreaths blown to the ground will be disposed of by cemetery staff.
- 6.5 **Candles, lanterns and solar lights will be permitted on a grave under the following conditions:**
 - 6.5.1 A maximum of two candles, lanterns or solar lights are permitted on a lot where there is an upright monument.
 - 6.5.2 All metal parts of the candle or lantern are to be anodized aluminum or cement foundation cast bronze.
 - 6.5.3 The translucent section of the candle must be made of unbreakable, heat-resistant glass or of a plastic material which is heat and fire resistant.
 - 6.5.4 Candles, lanterns or solar lights are not permitted in the cremation plot and niche section.

6.5.5 The distance between the candles, lanterns or solar lights shall not exceed the length of the monument granite base and shall be placed against the concrete granite base or mounted on the monument granite base.

6.5.6 The height of the candles, lantern or solar light shall not exceed .6 m (24") measured from the ground. All hanging solar lights are prohibited.

6.6 Candles, lanterns and solar lights will be permitted on a monument under the following conditions:

6.8.1 Candles, lanterns and solar lights may constitute part of a monument provided they are made principally of granite, marble; cement foundation cast bronze, anodized aluminum or stainless steel. The translucent section must be made of an unbreakable, heat resistant glass or of a plastic material, which is fire resistant.

6.8.2 Candle holders may only be attached to the top of the granite base portion of a monument and will be included in determining the overall size of the memorial.

6.8.3 A maximum of two candle holders or solar lights may be placed on the granite base of a monument.

6.8.4 No one candle holder may exceed 4,100 cm³ (250 cubic in) in size or exceed 51 cm (20") in height including ornaments (i.e.: cross, etc.) and must be adequately drained to prevent the collection of water.

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

6.9 Vases

6.9.1 Vases or urns made of cement foundation cast bronze, stainless steel, granite, solid zinc, cement foundation cast aluminum or marble may constitute a part of a monument. Copper vases are not permitted.

6.9.2 Vases and urns will be included in determining the overall size of the monument.

6.9.3 No vase shall exceed .02 m³ (900 cubic in) in size and must be adequately drained to prevent any collection of water.

6.9.3 Vases are prohibited in the cremation plot and niche section.

6.9.4 A maximum of two vases will be permitted on each monument.

6.9.5 The Cemetery Caretaker has the right to remove immediately any articles placed on a gravesite, which contravene these regulations.

6.9.6 The Corporation shall not be responsible for loss of damage to the lot, flowers, monuments, structures, photographs, lanterns, vases, statuary or any articles or objects of any kind attached to or part of any monument. The Corporation shall only be responsible for damage to monuments or other property arising from the negligence of the Cemetery Staff.

6.9.7 The Corporation shall only be responsible for damage to lots, monuments and markers knowingly caused by Cemetery staff.

7. Monuments and Markers - General Information

- 7.1 No monument or other structure shall be erected or permitted on a lot until accrued charges have been paid in full.
- 7.2 No inscription shall be placed on any monument or marker which is not in keeping with the dignity and decorum of the Cemetery.
- 7.3 All installations 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.
- 7.4 No monument, Footstone, marker or memorial of any kind shall be placed, moved altered or removed without permission from the Caretaker.
- 7.5 No monument or marker will be delivered to the Cemetery without the Request for Installation form containing the following information:
- 7.5.1 The Interment Rights owners name & address
 - 7.5.2 Instructions for placement of the marker or monument.
 - 7.5.3 The dimensions in the case of a flat marker.
 - 7.5.4 In the case of a monument:
 - 7.5.4.1 The dimensions of the cement foundation, height, width, length.
 - 7.5.4.2 The dimensions of the granite base, height, width, length.
 - 7.5.4.3 The overall size of the monument.
 - 7.5.4.4 A description of the monument; colour and design.
 - 7.5.4.5 The appropriate amount for the Care & Maintenance in relation to the size of the marker/monument as set out in the Cemeteries Act R.S.O. 1990, must accompany the monument.
- 7.6 Every person installing a monument or marker in the Cemetery shall pay the prescribed amount, as set out in the Cemeteries Act, to the Corporation's, Care and Maintenance Fund. The interest earned from this fund will be used to maintain the markers or monuments in a safe condition.
- 7.7 The amounts are as follows:
- 7.7.1 In the case of installing a flat marker measuring less than 1115.85 square centimeters (173 square inches), \$0
 - 7.7.2 In the case of installing a flat marker measuring at least 1115.85 square centimeters (173 square inches), \$50
 - 7.7.3 In the case of 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 granite base, \$100
 - 7.7.4 In the case of installing an upright marker measuring more than 1.22 meters (4 feet) in either height or length, including the granite base, \$200
- 7.8 If a monument or marker in a Cemetery presents a risk to public safety because it is unstable, the Corporation shall do whatever is necessary by way of repairing, resetting or laying down the marker to remove the risk.

7.9 Wooden Crosses

Drawings and specifications for wooden crosses must first be submitted to the office for approval.

Wooden Crosses shall be as follows:

Minimum thickness:	.1m (4" x 4")
Maximum thickness:	.15 m (6" x 6")
Maximum cross width:	.6 m (24")
Maximum cross height:	.9 m (36")

All wooden crosses must be made of pressure-treated wood or cedar with as few imperfections as possible.

Wooden crosses shall not have any coping or any other appurtenances attached to it.

The minimum depth of the wooden cross in the ground shall be 1 m (39").

8. Monuments

8.1 For the purpose of regulations, a monument shall be understood to mean any permanent memorial projecting above ground level

8.2 Minor scraping of the granite base portion of the upright monuments due to the turf mowing operation is considered by the Corporation to be normal wear.

8.3 The Corporation 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.

8.4.1 A double lot is allowed one upright monument and up to 8 Footstones and 4 cornerposts. Due to the work involved to keep this level, we must restrict the quantity allowed on a lot.

8.4.2 A single lot is allowed one upright monument and up to 4 markers and 4 cornerposts.

8.4.3 An upright monument on a cremation lot is not permitted.

8.5 No monument other than a headstone may be erected on a single grave and only one headstone may be erected thereon. Cornerposts may also be allowed.

The maximum size monument allowed on a single lot is:

Height 4 feet
Width 30 inches
Granite base (minimum) 4 inches
Cement foundation (minimum) 4 inches

8.7 The maximum size allowed on a double lot is:

Height 4 feet
Width 5 feet
Granite base (minimum) 4 inches
Cement foundation (minimum) 4 inches

8.8 The maximum width of a cement foundation is controlled by the width of the plot or lot where it will be installed. No cement foundation shall be closer than 3 inches to the lot width side lines on which it is to be installed.

- 8.9 The Corporation 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.
- 8.10 Unless adjoining plots are owned, both sides of the stone cannot be used. Monuments cannot be placed "back to back" against another.
- 8.11 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 Caretaker before a monument is set.
- 8.12 The minimum thickness of a cement foundation should be 4 inches.
- 8.13 The granite base must be installed on a cement foundation. The height of the granite base shall be a minimum of 4 inches. The top surface of the cement foundation must be both wider and longer than the granite base in order to provide a minimum border of 3 inches of the surface of the cement foundation exposed on all sides. Bottoms of the granite base shall be smooth sawn.
- 8.14 Book or pillow markers shall be allowed in the Cemetery provided they are on a cement foundation with a minimum thickness of 4”.
- 8.15 All photographs attached to any memorials or placed with the Cemetery grounds shall be the sole responsibility of the owner.

9. Markers

- 9.1 The owner may on the receipt of his Rights Certificate, at his own expense have an official of the Corporation place Bronze, stone or concrete land marks 6 inches square and not less than 6 inches deep, dressed on all sides and bearing the lot and section number legibly and permanently marked thereon, at the corners of the lot or lots conveyed to him, such posts to be planted flush with the ground.
- 9.2 Markers or Footstones of Bronze, Marble or Granite are permitted with size and quantity restrictions according to the section of the Cemetery and the regulations as per the size of lot in that section. Its placement must not interfere with future interments.

Single lot maximum	30.48 cm x 60.96 cm	12" x 24"
Double lot maximum	30.48 cm x 107.0 cm	12" x 42"
Cremation lot maximum	40.64 cm x 50.70 cm	16" x 20"

- 9.3 Flat markers are to be flat on top and set level with the ground so that a lawnmower can pass safely over them and shall be set by employees of the Corporation, at the expense of the interment rights holder, on payment of the fee provided in the rate of tariffs.
- 9.4 Each single lot may be marked on the ground with a flat marker only, unless otherwise designated monument section.
- 9.5 Up to 4 markers shall be placed at each grave in addition to the monument. The marker shall be placed over top of the cremated remains and shall not exceed 12" x 24"
- 9.6 Any flat marker that exceed the standard width of 12 inches can only be installed after a full interment has taken place.

- 9.7 The minimum thickness for all flat markers including Footstones is 4 inches.
- 9.8 All markers and monuments shall be constructed of Bronze, Granite or Marble. The bottom bed of all granite bases and markers shall be cut level and true.

10. Rules for Monument Dealers, Contractors and Workers

- 10.1 No monument or marker will be delivered to the Cemetery without the proper paperwork. See Section 7.6 for description of paperwork.
- 10.2 No monument or marker will be delivered to the Cemetery until the foundation is completed and the contractor is ready to proceed with the work of erection.
- 10.3 No monument or marker will be removed without written permission from the Caretaker.
- 10.4 All companies who do work in the Town of Spanish Cemeteries shall have Workplace Safety & Insurance Board coverage for their workers as well as sufficient liability insurance.
- 10.5 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 injury.
- 10.6 There shall not be a variance of more than 1/2 inch in the size of the granite base required as stated on the work order and the size of the monument delivered.
- 10.7 The demeanor and behavior of all workmen employed by others in the Cemetery shall be subject to the control of the Caretaker and or the Town of Spanish.
- 10.8 Workers shall cease work, if in the immediate vicinity of a funeral, until the conclusion of the service.
- 10.9 All work must be done during regular Cemetery hours, unless by special permission of the Caretaker.
- 10.10 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.
- 10.11 Heavy loads shall not be permitted in the Cemetery when the roads are in unfit condition.
- 10.12 No monument dealer shall park on the grass unless otherwise directed to do so by the Caretaker.
- 10.13 All implements and materials used in the performance of any work shall be placed where the Caretaker may direct, and all rubbish and surplus earth shall be removed when, and to where, and in such manner as the Caretaker may order. Otherwise the obstructions will be removed, and the expense charged to the monument dealer.
- 10.14 If a monument company desires to set a flat marker they must make written arrangements as to time of installation with the Caretaker as all work must be supervised by an employee of the Corporation. The Monument dealer shall pay to the Corporation the prescribed fee plus necessary taxes for supervising the monument company's people.
- 10.15 If a monument company desires to make their own foundations, they must make written arrangements within 5 days of time of proposed installation with the Caretaker as all work must be supervised by an employee of the Corporation. The foundation shall be at least 6 inches deep and the length of the monument. The width of the granite base shall be in accordance with the regulations for monuments for the section. There shall not be a variance of more than 1/2 inch between the size of the monument

and the foundation. This foundation shall be made of air entrained cement and shall be level and true so as to not cause tipping. The foundation shall not rise above the grade of the surrounding ground. The Monument dealer shall pay the Corporation the prescribed fee plus necessary taxes for supervising the monument company's people.

- 10.16 If dwarf shrubs are allowed the intended monument should not exceed 50% of the lot width, i.e. 6 foot width allows for 3 foot monument and 18 inches for each bush.

11. Mortuary Regulations

- 11.1 The use of the storage vault for any Cemetery other than Mount Calvary Cemetery shall be billed at the rates shown on the tariff.
- 11.2 Permits for the use of the storage vault must be obtained from the Secretary-Treasurer. In all cases when obtaining the permit, a deposit shall be paid sufficient to cover all expense of interment and vault rent for the time stipulated for the body to remain in the vault.
- 11.3 Fees for the use of the vault are set forth in the tariff of rates.
- 11.4 The Corporation may remove a body deposited in the vault and inter it in a single grave at any time after the expiration of the time for which payment has been made, or at any time should the condition of the body render its interment necessary or expedient.
- 11.5 All Funeral Homes and/or Interment Rights Holders should have proper insurance coverage for any bodies stored in the vault.
- 11.6 All bodies must be removed from the vault by the first of May in each year.
- 11.7 The bodies of persons dying from contagious diseases cannot be admitted to the vault but must be interred.
- 11.8 The Caretaker reserves the right to determine if the weather conditions are adverse enough to prevent a burial. If it be necessary, the vault may be used at no extra charge until the weather conditions permit the interment.
- 11.9 All bodies stored in our vault must, for health reasons, be embalmed.
- 11.10 No body shall be placed in a reinforced cardboard container for storage. Only bodies placed in a wooden or steel casket may be stored.

12. Rules for Visitors

- 12.1 Animals: No animals shall be permitted on the cemetery grounds, except leader dogs for the visually and hearing impaired.
- 12.2 Complaints: Complaints shall be made to the Caretaker and not to workmen on the grounds and controversies with workmen or others on the grounds are to be avoided.
- 12.3 Debris: No person shall deposit rubbish on the roadways, lots, walkways or any part of the grounds except in the receptacles provided.

- 12.4 Destruction: No person shall:
- 12.4.1 Willfully destroy, cut, break or injure any trees, shrubs or plant in a cemetery, or willfully injure, destroy or deface any building or structure or any road, walk or other work in the cemetery.
- 12.4.2 Willfully destroy, mutilate, deface, injure or remove any tomb, monument, gravestone or other structure placed in a cemetery , or any fence, railing or other work for the protected or ornament of a cemetery , or of any such tomb, monument, gravestone or other structure or of any lot in a cemetery.
- 12.5 Disturbance: No person disturbing the quiet and good order of the Cemetery by noise or other improper conduct or who violates these by-laws, must be expelled from the grounds.
- 12.6 Firearms: No person shall discharge firearms in a cemetery except at a military funeral.
- 12.7 Gratuities: Gratuities and/or rewards to cemetery personnel are prohibited.
- 12.8 Parades: No parades other than funeral processions shall be admitted to or be organized within the Cemetery.
- 12.9 Picnics: No picnic party shall be permitted in the Cemetery grounds.
- 12.10 Soliciting: Soliciting in the Cemetery is strictly prohibited.
- 12.11 Vehicles: No bicycles, unlicensed motorcycles, ATV or motorized snow vehicles shall be permitted in the cemetery. No vehicles shall be driven at a greater speed than 15 kilometers per hour, or elsewhere than upon the roadway provided for vehicles. Proprietors of vehicles and their drivers shall be held responsible for any damage done by them.
- 12.12 Visiting Hours: No person shall enter or be within any cemetery grounds before eight o'clock in the forenoon and after one-half hour before sundown, except police constables and authorized personnel of the Department.
- 12.13 Visitors: Visitors are always welcome at the Cemetery. They are asked to remember the respect due to the dead.
- 12.14 Young Children: No child under the age of sixteen years of age shall be permitted in the cemetery grounds, except under the direct control of an adult.