

Rules and Regulations

Regulations for the Operation of West Perth municipally owned cemeteries

These rules and regulations governing the cemeteries owned and operated by the Corporation of the Municipality of West Perth have been approved by Council and the Registrar, *Funeral, Burial and Cremation Services Act, 2002* (FBCSA), Bereavement Authority of Ontario.

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Section A - Definitions

BAO: Means the Bereavement Authority of Ontario.

Burial/Interment: The opening of a lot and then the placing of dead human remains or cremated human remains in that lot, followed by closing the lot. The lot may be a grave in the ground (full or cremation size).

By-laws: The rules and regulations under which the Cemetery operates.

Care and Maintenance Fund: A requirement under the FBCSA and Ontario Regulation 30/11 and 184/12 is that a prescribed amount or a percentage of the purchase price (excluding tax) of all interment rights sold, transferred, assigned or permitted; and prescribed amounts for monuments and markers, is contributed into the care and maintenance fund. Interest earned from this fund is used maintain, secure and preserve the cemetery, including its grounds, buildings, structures and markers, and the equipment used to maintain, secure and preserve the cemetery.

Cemetery: Lands owned and operated by the Corporation of the Municipality of West Perth and approved under the FBCSA, for the interment of human remains.

Cemetery Operator: Means the Municipality of West Perth which reserves full control over the cemetery operations and management of land within the cemetery ground or a contractor given delegated authority by the Municipality.

Contract: All purchasers of interment 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.

Council: Means the Council of the Corporation of the Municipality of West Perth.

FBCSA: Means the *Funeral, Burial and Cremation Services Act 2002*.

Fees and Charges: (Also known as a Price List) means the list of cemetery fees and charges approved by Council.

Grave: (Also known as a Lot) means any in-ground burial space intended for the interment of a child, adult or cremated human remains.

Interment Right: The right to require or direct the interment of human remains or cremated human remains in a grave or lot and to authorize the installation of a monument or marker.

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

Interment Rights Holder: The person(s) authorized or entitled to inter human remains in a specified lot. They may be the person named in the Interment Rights Certificate or

such other person to whom the rights have been assigned.

Lot: Means a single grave space.

Marker: Means any permanent memorial structure that is set flush and level with the ground and used to mark the location of a burial or lot.

Monument: Any permanent memorial projecting above the ground installed within the designated space to mark the location of a burial or lot.

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

Transfer of Interment Rights: Means to change the name of an Interment Rights Holder to that of another person, either as a gift, bequest or devolution under a will, but not a resale.

Municipality: Means the Corporation of the Municipality of West Perth.

Section B - General Information

Hours of Operation & Entry

Visitation Hours: April to November Sunrise to Sunset

The road in the cemetery is not maintained during the winter months (which is generally November to April). The Municipality shall not be held liable for anyone entering the cemetery grounds outside of visitation hours, doing so is at the individual’s own risk.

Entry into the cemetery shall be through the established entrance. No person shall enter the cemetery after sunset, before the sunrise.

Office Hours: **Cemetery Operator – Municipality of West Perth**
8:30 a.m. - 4:30 p.m. Monday to Friday
(Excluding Statutory Holidays)
Municipal Office
169 St. David Street, Mitchell, ON

Burial Hours: Monday to Friday 9:00 a.m. – 4:30 p.m.
Saturday 9:00 a.m. – 4:00 p.m.

No Interments are to take place on a Sunday or Statutory Holiday.

General Conduct

The Cemetery Operator reserves full control over the cemetery operations and management of land within the cemetery grounds. This also extends to any contractor the Municipality has entered into an agreement with to assist in the management and operations of the cemetery.

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

All visitors shall conduct themselves in a quiet manner that shall not disturb the cemetery grounds. Any person disturbing the peace, quiet and good order of the cemetery by noise or improper conduct, may be requested to leave the cemetery by the Cemetery Operator.

Children under the age of twelve (12) years must be accompanied by an adult when on the cemetery grounds. The accompanying adult shall be responsible for the child's conduct.

No person shall allow or operate any snowmobile or ATV on Cemetery Grounds.

Discharging of firearms, other than in regular volleys at burial services is prohibited in and around the Cemetery.

Dogs are permitted in the cemetery but shall be on a leash, and under control of their owner as not to disturb the peace and good order of the cemetery.

By-law Amendments

All amendments to the Cemetery By-law must be:

- Published once in a newspaper with general circulation in the locality in which the cemetery is located;
- Conspicuously posted on a sign at the entrance of the cemetery; and
- Delivered to each supplier of markers who has delivered a marker to the cemetery during the previous year, if the by-law or by-law amendment pertains to markers or their installation.

All by-laws and by-law amendments are subject to the approval of the Registrar, the *Funeral, Burial and Cremation Services Act, 2002* (FBCSA) as amended, and the Bereavement Authority of Ontario (BAO).

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.

Liability

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, monument, marker, or other article that has been placed in relation to an interment right, save and except for direct loss or damage caused by gross negligence of the Cemetery Operator.

Public Register

Section 110 of O. Reg. 30/11, *Funeral, Burial and Cremation Services Act, 2002*,

requires all cemeteries and crematoriums to maintain a public register that is available to the public during regular office hours.

Pets or Other Animals

Pets or other lower 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.

Notice of Resale and Transfer of Interment

The Cemetery Operator permits Interment Rights Holder(s) to sell or transfer their interment rights 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 by-laws. An administration fee for the transfer will apply. The Interment Rights Holder(s) must first offer the interment rights to the Cemetery Operator.

Section C – Sale of Interment Rights

Interment Rights to a lot or plot may be purchased from the Cemetery Operator at the rate set out in the current price list and in accordance with approved plans. The prices for Interment Rights include the applicable portion for deposit into the Cemetery’s Care and Maintenance Fund.

The purchase of supplies or services will be made directly through the Cemetery Operator.

Under certain circumstances and by written agreement only, a Funeral Director may, on behalf of a cemetery customer, make full payment for cemetery services and may accept full payment to the cemetery for services. A contract must be signed by the Cemetery Operator and cemetery customer.

A monument company may submit and/or accept and submit payment payable to the Cemetery Operator for monument/marker care and maintenance.

All payments for Interment Rights shall be made to the Cemetery Operator.

The Cemetery Operator shall provide the following to the Interment Rights Holder(s) upon full payment:

- 1) Interment Rights Certificate

- 2) Invoice marked paid
- 3) Copy of the Cemetery By-law and Rules and Regulations
- 4) Price List
- 5) Consumer Information Guide

Section D - Cancellation of Interment Rights

Purchasers of interment rights acquire only the right to direct the burial of human remains and the installation of monuments, markers and inscriptions, subject to the conditions set out in the cemetery by-law. No burial or installation of any monument, marker, inscription, or memorialization is permitted until the interment rights have been paid in full. An Interment 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.

Cancellation within 30 Day Cooling-Off Period

A purchaser has the right to cancel an interment rights contract within thirty (30) days of signing the interment rights contract, by providing written notice of the cancellation to the Cemetery Operator. The Cemetery Operator will refund all monies paid by the purchaser within thirty (30) days from the date of the request for cancellation. If any portion of the interment rights has been exercised within the thirty (30) days, the purchaser is not entitled to cancel the interment rights.

Resale of Interment Rights after 30 Day Cooling-Off Period

All resales of Interment Rights must be carried out through the Cemetery Operator.

Upon receiving written notice from the purchaser of the interment rights, the Cemetery Operator will determine if it will repurchase the interment rights and issue a refund to the purchaser for the amount paid for the interment, 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 written notice, if applicable. 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 the cemetery operator does not wish to re-purchase the interment rights, the interment right may be sold onto 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 by-laws. An administration fee for the transfer will apply.

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 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 percentage of the purchase price (excluding tax) of all interment rights sold, transferred, assigned or permitted; and prescribed amounts for monuments and markers, is contributed into the care and maintenance fund.

Section E - Resale and Transfer of Interment Rights

Resale

The Cemetery Operator does not prohibit the resale of interment rights to a third party and may repurchase these rights from the Interment Rights Holder(s) if the Cemetery Operator so desires and may negotiate a purchase price so long as the seller acknowledges being aware of the Cemetery Operators current price list amount for interment rights.

If the cemetery operator does not wish to re-purchase the interment rights, the interment right may be sold onto 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 by-laws. An administration fee for the transfer will apply.

The Interment Rights Holder(s) requesting the resale of their rights must return the Interment Rights Certificate to the Cemetery Operator and the Interment Rights Holder(s) must endorse a Resale Endorsement of Interment Rights Certificate, transferring all rights, title and interest back to the Cemetery Operator or third party. The appropriate paperwork must be completed before the Cemetery Operator reimburses the Interment Rights Holder(s).

The Cemetery Operator is not obligated to repurchase used interment rights where the rights have already been exercised (interment has taken place). It is at the discretion of the Cemetery Operator if exercised rights will be repurchased where disinterment has taken place.

The Cemetery Operator 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.

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 rights.

Transfer

Interment rights may be transferred to another party. A transfer is different from a resale as no monies are exchanged for the ownership of the interment rights, except for the transfer administration fee payable to the Cemetery Operator. Such rights will be transferred through the Interment Rights Holder(s) making an application to the Cemetery Operator by completing the transfer form and payment of the applicable fee as set out in the cemetery price list.

The Cemetery Operator will issue a new Interment Rights Certificate to the transferee.

If an application is made to the Cemetery Operator to transfer interment rights by reason of a bequest made in a validly executed Last Will and Testament, the Cemetery Operator reserves the right to require the production of a Notarial Copy and/or Court Certified Copy of the Last Will and Testament or a Certificate of Appointment of Estate Trustee; or other evidence sufficient to prove the proper transmission of ownership on death of the rights holder.

Where the deceased Interment Rights Holder(s) has left a Last Will and Testament containing a specific bequest of the Lot, a Notarial Copy and/or Court Certified Copy of the said Last Will and Testament or a Certificate of Appointment of Estate is required.

If the Will does not contain a specific bequest of the Lot, a request in writing from the Estate Trustee(s) for the transfer is required.

Where the Interment Rights Holder(s) died intestate, a request in writing from the Estate Trustee(s) or, if no Estate Trustee has been appointed, from all of the heirs-at-law.

No transfer shall be made until all arrears due for Care and Maintenance have been paid on lots sold prior to January 1, 1955.

Abandoned Interment Rights

If any Interment Rights have not been exercised after a eighty (80) year period has passed from the date of sale, they may be considered abandoned. The Cemetery Operator may apply to the Registrar for a declaration that the Rights are abandoned after making inquiries and giving reasonable notices to find the Interment Rights Holder(s) or beneficiaries. Upon being satisfied that the rights are abandoned, the Registrar shall issue a declaration to that effect. If there is no appeal by the end of the appeal period, as stipulated by the Registrar or otherwise within thirty (30) days, the Cemetery Operator may re-sell the Interment Rights in question.

Section F - Interment

Requirements for Interment

The following is required for an interment to take place:

1. Proof of ownership of the Certificate of Interment Rights
 - a) A copy of the Certificate of Interment Rights; or
 - b) A sworn statement of ownership of the said certificate; or
 - c) An affidavit denoting legal representation or the power of attorney in lieu of ownership

2. Burial Permit or Certificate of Cremation

Interment Rights Holder(s) must provide written authorization prior to a burial taking place. Should the Interment Rights Holder(s) be deceased, authorization must be provided in writing by the person authorized to act on behalf of the Interment Rights Holder(s) in keeping with the *Succession Law Reform Act* i.e. Personal Representative, Estate Trustee, Executor or next of kin.

A burial permit issued by the Registrar General or equivalent document showing that the death has been registered with the province must be provided to the cemetery office prior to a burial taking place. A Certificate of Cremation must be submitted to the cemetery office prior to the burial of cremated remains taking place.

In accordance with the FBCSA and O. Reg 30/11 and 184/12, the purchaser of interment 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 of human remains.

Payment must be made to the Cemetery Operator before a burial can take place.

Where Interment Rights were purchased prior to 1955, a fee pursuant to O. Reg. 30/11, S. 95. and as set out in the current price list, shall be paid to the Cemetery Operator prior to any interment related to those Rights or transfer of those Rights.

The cemetery shall be given a minimum 16 business hours of notice for each burial of human remains. The Cemetery Operator cannot be held responsible for having lots prepared for funerals unless such notice is given.

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

The winter season shall be considered to be November 15th – April 15th, and no interments shall take place during this period unless specifically authorized by the Cemetery

Operator.

Requirements for Disinterment

Human remains may be disinterred from a lot provided that the written consent (authorization) of the Interment Rights Holder(s) 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 by the Cemetery Operator 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(s) and/or next of kin(s) as per Section 102.1 of *Funeral, Burial and Cremation Services Act, 2002*.

Allotted Interments per Grave

The following are the approved interments allowed per grave:

Full Grave/Lot One casket and up to 4 urns

Section G - Markers and Monuments

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

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 Holder(s), but it assumes no liability for the loss of, or damage to, any monument, marker or other structure, or part thereof.

Memorials, monuments, markers, plaques etc. are owned by the Interment Rights Holder(s) 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 shall be built by, or contracted to be built for the Cemetery Operator at the expense of the Interment Rights Holder(s) and will not be less than 1.00 meters (3 feet) deep.

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 so as

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 as determined by Council and this by-law.

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.

Only one monument or marker shall be erected within the designated space; for example a 2-grave plot or 4-grave plot shall only have one monument or marker. A lot is permitted one footmarker.

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

The minimum thickness for foot markers and cornerstones is 4 inches or 10 cm.

The minimum thickness for an upright monument is 6 inches or 15.24 cm. Should the monument exceed 3 feet overall height, the monument must be 8 inches or 20 cm in thickness.

All monuments and markers shall be constructed of bronze or natural stone (i.e. granite) and permitted only in specific designated areas. No boulders are permitted.

All monuments will include an 8" (20.32 cm) thick base with no less than 4" (10.16 cm) of rock finish from ground level. The top surface of the base must be both wider and longer than the die in order to provide a minimum border of 3" (7.62 cm) on the surface of the base exposed on all sides. No part of the die shall exceed with width of the base at any point.

Family name (surname) only, may be inscribed on the back of a monument unless it is a grave that as described in the approved cemetery plan, is a grave in which the Interment Rights Holder(s) own both sides of the monument.

The Cemetery Operator reserves the right to determine the maximum size of monuments, their number and their location on each lot or plot. They must not be of a size that would interfere with any future interments. Below is the maximum size of monuments for a full grave lot/plot:

| Single Lot: One monument allowed, including an 8" (20.32 cm) thick base | |
|--|--|
| Height | 121.92 cm (48") overall height maximum |
| Width | 76.2 cm (30") maximum |
| Thickness of die | 20.32 cm (8") maximum |
| Base | 76.2 cm (30") maximum x 30.48 cm (12") minimum |

| Double Plot: One monument allowed, including an 8" (20.32 cm) thick base | |
|--|--|
| Height | 121.92 cm (48") overall height maximum |
| Width | 121.92 cm (48") maximum |
| Thickness of die | 20.32 cm (8") maximum |
| Base | 137.16 cm (54") maximum x 30.48 cm (12") minimum |
| Triple Plot or greater: One monument allowed, including an 8" (20.32 cm) thick base | |
| Height | 147.32 cm (58") overall height maximum |
| Width | 182.88 cm (72") maximum |
| Thickness of die | 20.32 cm (8") maximum |
| Base | 137.16 cm (54") maximum x 30.48 cm (12") minimum |

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/marker retailer have been notified by the Cemetery Operator.

Markers of bronze or granite are permitted with size and quantity restrictions according to this by-law and the placement of such memorials shall not interfere with future interments. Below is the maximum size of markers for a full grave lot:

| Lot Size | Permitted Marker | Maximum Size |
|------------------------------|---|---------------------------------|
| Single lot | Maximum 1 marker | 30.48 cm x 60.96 cm (12" x 24") |
| Double lot or greater | Maximum 1 marker | 30.48 cm x 107.0 cm (12" x 42") |
| Single lot | Maximum 1 footmarker | 42.60 cm x 60.96 cm (16" x 24") |
| Double lot or greater | Maximum 1 footmarker per individual lot | 42.60 cm x 60.96 cm (16" x 24") |

Location of markers/monuments:

- One marker centered at the head of the lot is permitted per single/double/triple lot
- One monument is permitted to be centred at the head on a single lot
- One monument shall be centred at the head between two lots and one monument shall be centred at the head between three or more lots

In any area within the cemetery which is designated as an area permitting markers only, no monument shall be placed except by specific permission in writing granted by Council.

Pillow monuments may have up to an 8” to 5” slope when on a concrete or granite pad and shall be placed at the head of the lot only.

Section H - Care and Planting

A portion of the price of interment 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. Services that may be provided through this fund include:

- Re-levelling and sodding or seeding of lots
- Maintenance of cemetery roads, sewer and water systems
- Maintenance of perimeter walls and fences
- Maintenance of cemetery landscaping
- 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, flower beds or shrubs in the cemetery except with the approval of the Cemetery Operator.

Floral tributes are permitted, if placed on a grave at the time of the funeral. Floral tributes shall be removed from the lots by Cemetery staff as soon as they become unsightly.

Flowerbeds are permitted in the upright monument areas only (not in the cremation in-ground lot area). All requests for flowerbeds must be submitted to the Cemetery Operator in writing for approval. Flowerbeds that are permitted are restricted to be no more than 14 inches out front of the monument and the length of the monument. Wire and/or plastic fencing are not permitted around the bed. Flowerbeds must be kept presentable, or will be removed by the Cemetery Operator.

Artificial flowers and wreaths may be placed and remain on graves only from the first day of October to the first day of May. One artificial wreath or one artificial flower arrangement shall be permitted for any single lot, and no more than two on any other plots. If such decorations are not removed by the first day of May, they shall be considered abandoned and may be disposed of by Cemetery staff.

The planting of shrubs will be permitted upon written request to the Cemetery Operator, on each side of the monument, within the lot line, on the condition that the shrubs be controlled and trimmed so as not to obstruct the neighbouring monuments and grounds maintenance. Should these conditions not be respected, the shrubs will be removed by the Cemetery Operator without notice.

All grading, sodding, seeding, top-dressing, fertilizing, covering of graves and planting of trees and shrubs shall be done by the Cemetery Operator.

Rose bushes, containers and ornaments of glass, pottery and metal, corrosive metals,

loose stones, sharp objects, trellises, arches or individual benches are not permitted to ensure safe condition of the cemetery grounds.

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

Section J - Contractor/Monument Dealers

Any contract work to be performed within the cemetery requires the written pre-approval of the Interment Rights Holder(s) and the Cemetery Operator before the work may begin. Pre-approval includes, but is not limited to: landscaping, delivery of monuments and markers, foundations, inscriptions, designs, drawings, plans and detailed specification relating to the work, proof of all applicable government approvals and permits, and the location of the work to be performed.

It is the responsibility of all contractors to report to the Cemetery Operator and provide the necessary approvals before commencing work at any location on the cemetery property.

Prior to the start of any said work, contractors must provide proof of:

- WSIB coverage
- Occupational Health and Safety compliance standards
- Environmental Protection
- WHMIS
- Understanding of AODA legislation and Accessible Customer Service training
- Evidence of liability insurance of not less than \$2,000,000.00 (two million dollars)

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 to perform work on weekdays after 6:00 p.m., on weekends or statutory holidays, unless approval has been granted by the Cemetery Operator.

Contractors shall temporarily cease all operations if they are working within 100 meters of a funeral until the conclusion of the services. The Cemetery Operator 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 on the burials lots and paths over which heavy materials are to be moved in order to protect the surface from damage.

