



## **The Corporation of the Township of Norwich**

Hereinafter referred to as "the cemetery operator"

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### **Cemetery By-laws (Rules and Regulations)**

These by-laws are the rules that govern the operations of The Corporation of the Township of Norwich and all cemeteries that fall under the Township. They are in compliance with the Funeral, Burial and Cremation Services Act, 2002 (FBCSA), Ontario Regulation 30/11 (O. Reg. 30/11) and Ontario Regulation 184/12 (O. Reg. 184/12), and have been approved by the Registrar, FBCSA, Bereavement Authority of Ontario (BAO) ("the Registrar").

Effective date: April 25, 2025

# **Township of Norwich**

## **Cemetery Rules and Regulations**

### **GENERAL INFORMATION:**

Any reference in these Rules and Regulations to the "Cemetery" refers to any cemetery within the borders of the Township of Norwich which is owned and/or operated by the municipality. The active cemeteries currently controlled by the Township of Norwich are Rosanna, Otterville, Milldale, Pleasant View and East Oxford Pioneer Cemetery.

Any reference in these Rules and Regulations to "Cemetery Operator" refers to the Director of Community Services for the Township of Norwich or his/her representative to which the authority has been delegated.

All rules and regulations for the governing of Cemeteries are made for the benefit of the whole community and the Township of Norwich asks that all citizens and visitors to our Cemeteries do their part in observing and obeying the rules and regulations outlined in this document.

The Township of Norwich may, from time to time, change, modify or repeal the rules or parts thereof at their own discretion to best serve the interests of the properties under their control.

For further information or questions please contact Annette Carroll (See Section B).

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## **A. DEFINITIONS**

**BAO:** Is the Bereavement Authority of Ontario.

**Burial/Interment:** The opening of a lot and then the placing of a dead human body or the remains of a cremated human body in that lot, followed by closing the lot. The lot may be a grave in the ground or a niche in a columbarium.

**By-laws:** The rules under which the cemetery operates including this and all other by-laws of the Cemetery as amended and which are, from time to time, in force and effect.

**Care and Maintenance Fund:** The FBCSA, O. Reg. 30/11 and O. Reg. 184/12 require that an amount of money, that is the greater of a minimum prescribed amount and a percentage of the purchase price (excluding tax) of all interment and scattering rights sold, transferred or assigned; and prescribed amounts for monuments and markers, be contributed into the operator's care and maintenance trust fund. Interest earned from this Care and Maintenance Fund is used to cover the costs of care and maintenance of the cemetery, including markers and monuments, in perpetuity.

**Cemetery:** Are lands set aside and approved for the interment of human remains and include mausoleums, columbariums, scattering grounds, chapel or other similar structures.

**Cemetery Operator:** Refers to the Township of Norwich

**Columbarium:** A structure designed for the interment of cremated human remains in sealed compartments.

**Contract:** A written contract between the cemetery operator and the purchaser of interment or scattering rights or other cemetery supplies and services. Purchasers shall receive a copy of the signed contract detailing the obligations of both parties and acknowledging 1. Receipt of the cemetery by-laws, 2. A copy of the BAO's publication *A Guide to Death Care in Ontario* ("Consumer Information Guide") and 3. The operator's current price list.

**Grave:** See Lot.

**Interment Right:** The right to require or direct the interment or disinterment of human remains or cremated human remains in a grave, lot, niche or crypt and to authorize the installation (and inscriptions) 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 authorize the interment of 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:** An area of land in a cemetery containing, or set aside to contain, interred human remains in a grave (interment of a child, adult or human cremated remains). For the purposes of these By-Laws a lot is a single grave space.

**Marker:** Any permanent memorial structure – upright monument, plaque, headstone, cornerstone footstone, or other structure or ornament affixed or intended to be affixed to a

burial lot and may be used to indicate the location of a burial.

**Niche:** An individual compartment in a columbarium for the entombment of cremated remains.

**Opening and Closing Fee:** The fee charged by the cemetery operator to excavate a grave for an interment and then refill the grave. The opening and closing fee is included in the interment fee.

**Plot:** Two or more lots in respect of which the rights to inter/bury have been sold as a unit.

## **B. GENERAL INFORMATION**

### **Hours of Operation:**

**Visitation Hours** – Cemetery grounds are open to visitors from Sunrise to Sunset from April 2<sup>nd</sup> to November 30<sup>th</sup>. No winter maintenance from December 1<sup>st</sup> to April 1<sup>st</sup>. **Entrance to the cemetery after dusk is prohibited.**

**Office Hours – Monday to Friday 8:30am to 12:00pm / 1:00pm to 4:00pm**

- Community Services Clerk: 519-667-2000 Ext. 7670
- Director of Community Services: 519-667-2000 Ext. 7672
- Located at the Operations Centre: 285725 Airport Rd, Norwich, On, N0J 1P0

### **General Conduct:**

The cemetery operator 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 other visitors, or any service being held. Children over the age of 12 years old are considered adults. Children under 12 must be accompanied by an adult. No person shall bring any alcoholic beverage upon cemetery property.

### **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. All by-laws and by-law amendments are subject to the approval of the Registrar, FBCSA, BAO and do not come into force until approval is received.

### **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, columbarium niche, mausoleum crypt, monument, marker, or other article that has been placed in relation to an interment or scattering right, except for loss or damage caused by gross negligence of the cemetery operator.

### **Correction of Interment Errors:**

In case of an error made by the cemetery operator during an interment, disinterment or removal, or in the transfer of any interment rights for a lot, plot, crypt or niche, the cemetery

operator reserves the right to correct the error, and will take the following action, in consultation with the interment rights holder or their authorized representative:

- In the case of a transfer of interment rights, cancel such transfer and substitute and grant in lieu thereof other interment rights such as lot, plot, of equal or greater value and similar location as far as is reasonably possible and as may be selected by the cemetery operator, in its sole and absolute discretion, or refund a portion or all the money paid on account of the purchases of said interment rights, as shall be determined by the cemetery operator.
- In the event of any such error that may involve the interment or disinterment or removal of the remains of any person or persons in any lot, plot, the cemetery operator, upon written notification of the interment rights holder and the Medical Officer of Health, as necessary, may disinter and re-inter the remains in such other lot, plot, grave, of equal or greater value and similar location as may be substituted and granted in lieu thereof.

#### **Public Register:**

As required by the FBCSA, all cemetery and crematorium operators must maintain a public register that is available to the public for review during regular office hours or by appointment.

#### **Pet Interments:**

Full body or cremated pet remains, or other lower animals are not allowed to be interred/buried or scattered anywhere on cemetery grounds. No person shall permit any animal, including dogs to enter or remain in the said cemeteries. Service/Guide/Leader dogs are exempt and must always accompany their owner.

#### **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 and consent from the Registrar, FBCSA, BAO, where necessary.

### **C. PURCHASE OF INTERMENT RIGHTS**

The purchase of interment rights is not a purchase of real estate or real property. Interment right holders acquire only the right to direct the burial of human and/or cremated remains, and the installation of monuments, markers, and inscriptions, subject to the conditions set out in these cemetery by-laws. No burial, or installation of any monument, marker, inscription, or memorialization is permitted until the interment rights have been paid in full and the interment rights certificate has been issued.

In accordance with the FBCSA and regulations, the purchaser of interment or scattering rights must enter into a contract with the cemetery operator, providing such information as may be required by the cemetery operator for the completion of the contract and the public register. The purchaser will receive:

1. A copy of the contract
2. A copy of the cemetery by-laws
3. A copy of the price list
4. The BAO's publication *A Guide to Death Care in Ontario*, also known as the "Consumer Information Guide."

Interment Rights Holders are encouraged to list the names of those entitled to be buried in the purchased grave(s) on the Contract for Purchase of Interment Rights or to notify the Township of Norwich. Interment Rights shall be sold and implemented exclusively through the Township of

Norwich.

The interment rights certificate will be forwarded to the person(s) listed as the interment rights holder(s) in the contract, after full payment is received.

#### **D. CANCELLATION OF INTERMENT RIGHTS WITHIN THE 30-DAY COOLING OFF PERIOD**

A purchaser has the right to cancel a contract for interment rights 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. However, if any portion of the interment rights purchased in this contract have been exercised, the contract is deemed to have been fulfilled and the rights holder no longer has the right to cancel the contract and receive a refund for the rights purchased.

#### **E. RESALE, CANCELLATION OR TRANSFER OF INTERMENT RIGHTS AFTER THE 30-DAY COOLING OFF PERIOD**

**RESALE OF INTERMENT/SCATTERING RIGHTS IS PERMITTED.** The rights holder has the right to sell their interment rights to a third-party before the rights are exercised, at an amount that is no greater than the price of those rights as indicated on the cemetery's current price list at the time of resale. Before reselling the rights, the rights holder may first inquire whether the cemetery operator is willing to repurchase the rights at a negotiated price. Any resale of interment rights shall be in accordance with the requirements of the cemetery by-laws and in keeping with the FBCSA and Ontario Regulations.

##### **Requirements for a Third-Party Resale:**

Upon selling the rights to a third-party purchaser, the rights holder must provide the third-party purchaser the following:\*

- The interment/scattering rights certificate endorsed with the following:
  - A statement signed by the rights holder selling the rights, acknowledging the sale to the third-party purchaser.
  - A signed confirmation by the cemetery operator that the person selling the rights is shown as the rights holder in the cemetery's records.
  - The date on which the rights were sold to the third-party purchaser.
  - The name and address of the third-party purchaser.
  - A statement of any money owing to the cemetery operator in respect to the rights.
- A written statement of the number of lots/scatterings that have been used in the plot/scattering grounds to which the rights relate and the number of lots/scatterings that remain available.
- Any other documents in the rights holder's possession relating to the rights.
- A copy of the current cemetery by-laws.

After the rights holder sells the rights to a third-party purchaser but before the purchaser exercises those rights, the purchaser must provide the cemetery operator with the endorsed certificate and any other information that the cemetery operator requires to issue a new certificate in relation to the rights.

Upon completion of the above listed procedures, and upon the issuance of the new interment or scattering rights certificate, the third-party purchaser shall be considered the current interment or scattering rights holder(s) and the purchase of the interment or scattering rights via the resale shall be considered final in accordance with the cemetery by-laws and the FBCSA.

**\*Transfer of Interment Rights:** If the rights holder transfers the rights to another person for no consideration (no money), the same obligations described above apply, with necessary modifications, to the rights holder and the transferee.

**Administration fee for resale or transfer:** In the case of a resale or transfer of rights, an administration fee applies for the cemetery operator to issue a new rights certificate to the third-party purchaser or transferee, as applicable. The fee, which is set out on the cemetery price list, is also charged for replacement of lost or damaged certificates.

## **F. CARE AND MAINTENANCE**

**Tariff of Rates:** The purchase price of lots and niches (otherwise known as interment rights) shall be set forth in the User Fee By-law as prescribed by the Council from time to time and shall set aside the following percentages for Care and Maintenance.

- In-ground graves that are 2.23 m<sup>2</sup> (24 ft<sup>2</sup>) or larger – 40% of its selling price or \$290 (whichever is greater)
- Niche or Compartment in a public columbarium – 15% of its selling price or \$165 (whichever is greater)

**Payment:** All payments shall be made payable to the **Township of Norwich**. No certificate of Interment Rights will be issued until payment has been received in full.

## **G. INTERMENT/BURIAL RIGHTS**

### **Opening and Closing of Graves or Lots:**

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 cemetery retains the right of passage over every grave so that the cemetery operations may be performed effectively.

The cemetery reserves the right to temporarily relocate a monument or marker if required to open and close a lot. The cemetery may also temporarily place the removed soil on an adjacent lot while an interment or disinterment is being carried out. The cemetery will make reasonable efforts to restore all lots after the interment or disinterment has been completed.

**Authorization, Information and Documents Required for a Burial:** The following items are required before an interment can take place:

- **Contract:** For each burial or entombment of human remains or cremated human remains, the purchaser or rights holder(s) must enter into a contract as described above in **Purchase of Interment Rights**.
- **Written Permission of Interment Rights Holder(s):** Interment rights holder(s) may be required to provide identification and written direction and authorization prior to an interment/burial taking place. Should the rights holder(s) be the deceased, authorization/instructions must be provided in writing in a will, by the person authorized to act on behalf of the interment rights holder in keeping with the *Succession Law Reform Act* (i.e., Estate Trustee or authorized next of kin).
- **Proof of Registration of Death:** A burial permit issued by the Registrar General (or equivalent document for deaths that occurred outside the province of Ontario) showing that the death has been registered must be provided to the cemetery operator prior to an interment taking place.

- **Interment of Cremated Remains:** A Certificate of Cremation must be submitted to the cemetery operator prior to the burial of cremated remains.
- **Payment:** Interment rights and all services must be paid for in full to the cemetery operator before a burial may take place. Payment is to be made to the Secretary Treasurer. Payment may also be prearranged.

**Scattering of Cremated Remains:** Scattering of cremated remains is prohibited anywhere on cemetery grounds.

**Notice Required:** The cemetery requires a minimum of **8** business hours' notice for each interment of human remains and/or cremated human remains. Every effort will be made to complete a burial on the assigned day and time. If due to inclement weather conditions, health and safety concerns, or conditions beyond the cemetery operator's control, if an interment cannot be made at the scheduled time, the cemetery operator reserves the right to reschedule. The burial shall be completed as soon as possible.

Depth of graves must provide at least two (2) feet of ground cover over the remains of a deceased person.

**Abandoned Rights:** Where no interment(s) has been made in a lot/plot for more than twenty (20) years, the Township of Norwich may apply to the Registrar for a 'Declaration of Abandonment' that the interment rights have not been exercised and are abandoned.

#### **Interment:**

The cemeteries in the Township of Norwich are governed by the Funeral, Burial and Cremation Services Act, 2002. Section 48 of the Act states.

**48. (1)** An interment rights holder or a person authorized to act on the holder's behalf has the right to, (a) inter any human remains in the lot to which the interment rights relate in accordance with the cemetery by-laws.

The Township has experienced an increasing number of requests from individuals to be interred in family lots that had been purchased by previous generations. The Township is required by law to ensure that they only take direction from the existing rights holder. Please see 'Written Permission of Interment Rights Holder(s)' under **Section G: Interment/Burial Rights** for further information.

#### **Interment – Conditions Precedent:**

The Cemetery shall not proceed with any interment or inurnment on a grave or in a niche until the individual(s) requesting the service provide the following:

a) A signed contract confirming the purchase of the interment or inurnment rights, along with written authorization to proceed with the interment or inurnment.

b) In cases where the requesting party is unable to provide proof of ownership, the Cemetery shall require a 'Letter of Permission' to be completed by the party's solicitor, using the template provided by the cemetery office. We also require a copy of the owner's last written will showing the executor who oversees the estate. If no will is available an affidavit must be drawn up stating that the person(s) is/are the only next of kin. All signatures of the next of kin must be notarized or written before a Commissioner of Oaths



**Burial Allowances for a Single Lot:**

The Township of Norwich allows 1 casket interment **OR** 1 casket plus three 3 cremated remain interment (provided the casket interment takes place first\*) **OR** Maximum of 4 cremated remain interments per lot.

\*Where cremated remains are interred prior to casket interment(s), all attempts will be made to locate and temporarily remove urns to facilitate casket burials. For better retrievability of the cremated remains, they should be in an urn or container that is non-biodegradable and is not breakable (urn vaults are not mandatory but are recommended). There is no guarantee that cremated remains interred in a biodegradable urn or without an urn vault can be retrieved. The cemetery operator is not responsible if there is an issue or failure with the urn or container and there is a leakage of the cremated remains which may not be recoverable. Cremated remains disinterred in advance of a full body burial will be temporarily stored in a secure location, which will be documented by the cemetery operator. There may be additional costs for the cremated remains disinterments as part of the casket opening & closing costs (please see the cemetery price list). Please also see further provisions under the **Disinterment** section.

**H. DISINTERMENT**

Human remains may be disinterred from a lot with the written consent of the interment rights holder and prior notification to the local Medical Officer of Health. Notification to the local Medical Officer of Health is not required for the disinterment of cremated remains.

In some circumstances, the disinterment of human remains may be ordered by one or more public officials (e.g., Court Order, Coroner's Office etc.) and will take place without the consent of the interment rights holder(s) and/or next of kin.

The cemetery is not responsible for damage to any casket, urn, container or vault which may occur during a disinterment. Additionally, due to the length of time that a casket, urn, container or vault has been interred and the conditions to which it has been exposed, the cemetery cannot guarantee that it can retrieve the complete casket, urn, container or vault interred in the cemetery. Should a new casket, urn or container be required at the time of disinterment, it shall be at the expense of the party authorizing the disinterment. Additionally, the cemetery operator has the right to request that a licensed funeral director be present for the disinterment at the expense of the party authorizing the disinterment. Disinterments will be scheduled at a day and time designated by the cemetery operator. The cemetery operator reserves the right to close the cemetery or the section where the disinterment is to take place. Only those persons required or permitted by the cemetery to attend a disinterment shall be allowed to enter the cemetery or the section involved during a disinterment.

If reinterment does not take place within the same lot and if existing memorialization (monument, marker) needs to be removed, it will be at the expense of the person authorizing the disinterment.

Once a disinterment has been completed, the lot space shall be considered available to the interment rights holder for a new interment, transfer or resale in accordance with these by-laws. If the grave space from which a disinterment has occurred is transferred or resold, the new interment rights holder must be made aware of the previous disinterment and agree in writing to such knowledge as part of the transfer or resale agreement.

**I. MEMORIALIZATION**

No memorial or other structure shall be erected or permitted on a lot until all charges have been paid in full and/or written consent 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 holders, but it assumes no liability for the loss of, or damage to, any monument, marker, or other structure, or part thereof unless it is as a result of negligence by the cemetery.

Memorials – monuments, markers, plaques etc. are owned by the interment rights holder and the cemetery operator is not responsible for their loss or deterioration. Interment right holders may wish to consider adding memorials to their own insurance coverage.

To prevent interference with future interments and optimize cemetery maintenance, the cemetery operator reserves the right to set out the maximum size of monuments, their number and their location on each lot or plot.

No monument shall be delivered to the cemetery for installation until the monument foundation has been completed, and permission has been obtained by the cemetery operator.

To ensure quality control, desired uniformity and standards of workmanship, all foundations for monuments and markers shall be contracted to be built to the cemetery operator's specifications at the expense of the interment rights holder. Concrete foundations shall not be poured when frost is present, which will be determined by the cemetery operator.

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 as determined by the Township of Norwich. If a non-English inscription is to be requested of the cemetery, a complete and accurate English language translation shall be submitted with it to the cemetery operator.

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 unless it is as a result of negligence by the cemetery.

Cemetery by-laws permit only one (1) monument shall be erected within the designated space on any lot/plot.

The minimum thickness for flat markers including footstones is four (4) inches or 10cm. Flat markers must be installed at a level/flush with the ground.

All monuments and markers shall be constructed of bronze, granite, marble or natural stone approved by the Township of Norwich.

No monument shall be delivered to the cemetery for installation until the monument foundation has been completed.

Markers and footstones of bronze or granite are permitted with size and quantity restrictions according to these by-laws and the placement of such memorials shall not interfere with future

interments.

### **Monument Specifications:**

- a. No monument shall exceed sixteen (16) inches in thickness or two-thirds ( $\frac{2}{3}$ ) of the width of the lot;
- b. Single graves - no monument will be allowed that exceeds two (2) feet, six (6) inches in base width or die height;
- c. Upright monument sections - only monuments with a die stone of at least six (6) inches in thickness at the base will be permitted in the monument line and all bases must be at least six (6) inches in height;
- d. Flat marker sections - each marker shall not exceed:
  - i. Single grave-fourteen (14) inches by twenty-four (24) inches;
  - ii. Two graves -fourteen (14) inches by thirty-six (36) inches;
  - iii. Three graves - fourteen (14) inches by forty-eight (48) inches;
- e. Cremation and baby plots - only flat markers will be permitted and it must not exceed a size twenty (20) inches by twelve (12) inches.

### **Foundation:**

All foundations shall be five (5) feet in depth and the same size as the base of the monument above ground, until four (4) inches from the top of the ground, and then extended to a four (4) inch border around the base of the monument at ground level.

All conventional monuments, except monuments made of natural fieldstone, require a minimum six (6) inch base. Natural fieldstone monuments may not require a base, subject to the approval of the cemetery operator. The base shall not exceed two-thirds ( $\frac{2}{3}$ ) of the width of the width of the plot on which the monument is erected

For irregular shaped monuments, all die stones with columns, limbs of crosses, etc. shall be adequately dowelled to their bases, unless the underside of each superstructure is, in the judgement of the cemetery operator, of sufficient area in relation to its height to ensure stability

### **Lettering:**

No lettering shall be permitted on the side of a monument facing an adjoining lot where there is not three (3) feet between the monument and the boundary of the next lot.

### **Flat Markers:**

All markers must be finished on all sides. Maximum tolerance of one half ( $\frac{1}{2}$ ) inch will be allowed for rock facing. Marker shall be no less than three (3) inches or more than five (5) inches in thickness.

### **Urns:**

Open urns intended as receptacles for flowers and forming an integral part of a monument are permitted. The cemetery assumes no responsibility for damage, theft or loss.

### **Seats and Benches:**

Accessory benches may be installed within the Cemetery, subject to prior approval of the Cemetery Operator as to location, material, colour, etc. Benches will be under the ownership of the cemetery and will be removed if not maintained to the decorum of the cemetery.

### **Additional Markers:**

One additional marker with a flat and low surface set flush with the ground may be placed at each

lot in addition to any monument. Grave markers must be placed at the furthest end from the monument and may not exceed twenty-four (24) inches by fourteen (14) inches in size.

#### **J. CEMETERY CARE AND MAINTENANCE**

A portion – 40% or a minimum legislatively prescribed amount, of the price of interment rights must be deposited and trusted into the cemetery's Care and Maintenance Fund. The income generated from this trust fund is used to maintain, secure and preserve the cemetery grounds and markers in perpetuity. Services that can be provided through this fund include:

- Lawn care, re-leveling and sodding or seeding of lots or plots
- Maintenance of cemetery roads, sewers and water systems
- Maintenance of perimeter walls and fences
- Maintenance of cemetery landscaping
- Repairs and general upkeep of cemetery maintenance buildings and equipment
- To the extent that income from the Care and Maintenance Fund permits, the cemetery operator will stabilize and secure markers and monuments within the cemetery.

#### **K. FLORAL TRIBUTES AND CARE & PLANTING**

Flowers placed on a grave for a funeral shall be removed by the cemetery/Township of Norwich staff after a reasonable time to protect the sod and maintain the tidy appearance of the cemetery.

No person shall plant trees, flower beds or shrubs in the cemetery except with the approval of the cemetery operator.

No person other than the cemetery/Township of Norwich shall remove any sod or in any other way change/alter the surface of the burial lot in the cemetery.

#### **L. ITEMS THAT ARE PROHIBITED AND PERMITTED**

The cemetery operator 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.**

##### **Implements:**

Implements or materials used in doing monument work or other work within the cemetery shall be removed without delay. Otherwise, the cemetery operator may order their removal and storage and charge the costs to the owner.

Articles placed on lots are the sole responsibility of the interment rights holder(s). The cemetery operator cannot be held responsible for the loss or damage of any articles placed within the cemetery. **Please contact the cemetery for clarification prior to purchasing or placing any articles on a lot.**

**Prohibited articles:** The following articles are prohibited from being placed on lots within the cemetery: articles made of hazardous materials such as non-heat-resistant glass (excludes glass attached to monuments), ceramics, or corrosive metals, loose stones or sharp objects, trellises, arches, chairs or benches.

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.

### **M. CONTRACTOR/MONUMENT DEALER BY-LAWS**

Any contract work to be performed within the cemetery requires the written pre-approval of the interment rights holder and the cemetery operator (Township of Norwich) before the work may begin. Pre-approval documents include: design drawings, plans and detailed specifications relating to the work, proof of all applicable government approvals and permits, and the location of the work to be performed excavations, delivery of monuments, markers, and inscriptions). It is the responsibility of all contractors to report to the Township of Norwich and provide the necessary approvals before commencing work at any location on the cemetery property.

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

No work will be performed at the cemetery except during the regular business hours of the cemetery. 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.

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 shall temporarily cease all operations if they are working within 300 feet of a funeral until the conclusion of the service.

To protect the grounds from surface damage, contractors, monument dealers and suppliers shall lay wooden planks on the burial lots and paths over which heavy materials are to be moved. All open excavations will be protected to prevent any personal injury. All worksites must be restored to their original state.

For the safety of all visitors and staff, all work sites must be secured when left unattended. Contractors working within the cemetery must remove all implements, equipment and garbage from the cemetery at the end of each workday and at the conclusion of the work.

### **N. COLUMBARIUM BY-LAWS**

Payment must be made in full to the cemetery operator (Township of Norwich) before an interment can take place

Only the cemetery operator may open and seal niches for interments. This applies to the inside sealer and the niche front.

To ensure quality control, desired uniformity and standard of workmanship, the cemetery reserves the right to inscribe all niche fronts or install all lettering, vases, adornments, or any other approved attachment.

No person other than cemetery/Township of Norwich staff shall remove or alter niche fronts

Any person or company contracted to place an inscription on the face of the columbarium niche must:

- Ensure letters are of block style and inset in order that the face of the niche remains consistent with its original finish, additives to any letter prohibited.
- The placement of the engraved artwork must be located at the upper left-hand side of the face plate. In addition to an engraving on the upper left-hand corner, war veterans may have a poppy engraved on the lower right-hand corner of the faceplate. The colour, design and size of the

poppy must be approved before engraving

- The removal of the faceplate for the purpose of engraving must not be for a period longer than 48 hours between Monday and Friday inclusive

There should be no attachments, or placements of decorations on the columbarium, inside or outside units. There will be a maximum of 2 (two) urn placements only, in a columbarium niche.

