



**opus**  
TRIBUTE GROUP

**OPUS TRIBUTE GROUP  
ADMINISTRATORS OF**

**LITTLE LAKE CEMETERY**  
915 Haggart Street – Peterborough, ON

**HIGHLAND PARK CEMETERY  
HIGHLAND PARK CREMATORIUM  
HIGHLAND PARK FUNERAL CENTRE  
TRENT CREMATION SERVICES**  
2510 Bensfort Road – Peterborough, ON

**LAKELAND FUNERAL & CREMATION CENTRE**  
19 Moose Road – Lindsay, ON

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# **CEMETERY BY-LAWS**

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The enclosed cemetery and crematorium By-laws are the rules and regulations that govern the operation of the cemeteries and crematorium to ensure the proper operation and maintenance of the cemetery and the crematorium. The By-laws have been approved by the Bereavement Authority of Ontario.

Additional information is available upon request by contacting:

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## GENERAL INFORMATION

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The Opus Tribute Group has maintained traditional burial and memorialization customs by designating certain areas of the cemeteries as “Monument Privilege” sections. In order to provide alternatives for those families wishing other type of memorials, the Board has designated areas in which flush to the ground markers of bronze or granite are permitted. The memorials in such areas must conform to the general By-laws governing markers. Some of the flush to the ground marker areas are designated as bronze markers only and some specify which type of granite marker may be used. The distinctions will be indicated on the Interment Rights Certificate.

The Board may from time to time change, modify, or repeal By-laws or parts thereof in such a manner as in their discretion will best serve the interests of the properties under their care and in exceptional cases, where in the opinion of the Board, it can be done without detriment to the interest of others, they may temporarily suspend or modify any By-law without affecting its general application or enforcement.

The Board may alter the boundaries or grading of any section or portion thereof from time to time and may modify or change roads, drives and walks. They also reserve the right to lay, maintain, operate, alter and change from time to time lines or gutters for water supply and drainage systems and generally to the entire cemetery properties for cemetery purposes with right to ingress and egress over plots for all purposes for the proper maintenance and care of the cemetery, subject to the approval of the appropriate regulatory authority.

The Board shall not be responsible for replanting or replacing in the event of destruction of, or damage to plants, shrubs or trees from causes other than negligence on the part of the Board. Should any error be made by the Board in making or permitting interments, disinterments, removals or placing memorials or inscriptions or in the description, transfer or conveyance of any Lot or grave, their liability, if any, shall be fully satisfied by reasonable effort to correct the same or in their discretion by refunding monies paid to and received by them.

The By-laws form part of the purchase contract for any products, services and interment rights.

Interment Rights holders may sell or transfer their interment rights to a third party. No sale or transfer of these rights shall be binding upon the Board until the Interment Rights Certificate or like document that served as the Ownership Agreement, has been duly executed, administered and re-issued by the Board. Only the Interment Rights holder may sell or transfer Interment Rights provided the Interment Rights are paid in full.

## GLOSSARY OF TERMS:

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**Board:** Board of Directors of the Opus Tribute Group or a person(s) engaged by the Board of Directors to manage or perform the work of the Opus Tribute Group.

**By-laws:** The Rules and Regulations that govern the cemeteries and crematorium.

**Care and Maintenance Fund:** A trust fund that helps ensure the long term upkeep of a cemetery. It is a requirement under the Funeral, Burial and Cremation Services Act (2002) that a percentage of the purchase price of all Interment Rights, and set amounts for markers and monument installations is contributed into the Care and Maintenance Fund. Interest from this Trust is used to provide maintenance of plots, lots, and the general upkeep of the cemetery grounds.

**Casket:** Container intended to hold a deceased person for funeral, cremation or interment purposes and that is not a vault, burial container or grave liner.

**Columbarium:** a structure designed for the purpose of interring cremated remains in compartments..

**Crematorium:** a building that is fitted with appliances for the purpose of cremating human remains and includes everything necessarily incidental and ancillary thereto.

**Human remains:** a dead human body or the remains of a cremated human body.

**Inter:** burial of human remains and includes the placing of human remains in a lot, crypt or niche, or the scattering of human remains in a designated scattering garden or plot.

**Interment Rights:** includes the right to require or direct the interment of human remains in a lot, niche, crypt or to scatter within a designated scattering garden or plot.

**Interment Rights Certificate:** document issued by the Board to the purchaser when all costs associated with the Interment Rights have been paid in full. It identifies ownership and authority over those specific interment rights.

**Interment Rights Holder:** the person(s) who holds the interment rights with respect to a lot whether the person be the purchaser of the rights, the person named in the certificate of interment rights or such other person to whom the interment rights have been assigned.

**Licensed Service:** cemetery services, crematorium services including interment and scattering rights and any other services sold by a licensed person.

**Licensed Supply:** markers and any other supplies that are sold by a properly licensed person in the normal course of business.

**Lot:** an area of land in a cemetery containing, or set aside to contain, interred human remains and includes a tomb, crypt, or compartment in a mausoleum and a niche or compartment in a columbarium and any other similar receptacle.

**Lot Owner:** refer to Interment Rights Holder.

**Marker:** a memorial of granite or bronze with a flat and level surface set flush and level with the ground and used to mark the location of a burial lot.

**Mausoleum:** a structure, other than a columbarium, used as a place for the interment of human remains in tombs, crypts, or compartments.

**Monument:** any permanent memorial projecting above the level of the ground.

**Operator:** a person who is licensed to operate a cemetery, crematorium, funeral establishment, or transfer service.

**Person:** a board of trustees established for the purpose of operating a cemetery.

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

**Private Vault:** mausoleum or columbarium situated on a cemetery set aside for the interment of human remains of only those persons who are related or affiliated in a manner specified in the contract at the time the interment rights were sold.

**Scattering:** the act of spreading or scattering cremated remains on the surface of land.

## HOURS OF OPERATION

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**Burial hours:** Monday to Friday: Normal Business Hours (arrival at cemetery before 4:00 p.m.) Saturday: 10:00 a.m.- 3:00 p.m. (arrival at cemetery before 2:30 p.m.). The burial hours may be adjusted under extenuating circumstances. Additional costs may apply. Please refer to the Cemetery Price Lists.

**Cemetery Grounds:** Cemetery grounds are open to the public during daylight hours only, Monday through Sunday.

## CODE OF CONDUCT

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**Conduct:** All visitors to the cemeteries will conduct themselves in a quiet manner that shall not disturb any services being held and as would normally be expected when paying respect to the deceased.

**Clothing:** All Visitors will be appropriately attired. Appropriate attire includes inoffensive shirts and pants and headgear.

**Activities in cemeteries:** All activities conducted on the cemetery grounds must be in keeping with bereavement and educational practices however passive activities such as walking and jogging are permitted in areas in which no memorial or burial services are taking place. Any filming or organized events must be approved in advance by the Board or designate.

**Activities not permitted:** Any inappropriate activities including but not limited to drinking alcohol, consuming marijuana or any illegal drugs, partying, picnicking, sunbathing, roller blading and skateboarding are not permitted.

**Noise:** Any activity producing excessive noise is prohibited.

**Dogs:** Dogs on leashes are permitted in the cemetery on established walkways/roadways only. All pet owners are asked to respect the sanctity of the cemetery grounds and pick up after their pets.

**Improper Conduct:** In the sole opinion of the Cemetery, any person whose actions, conduct, behaviour or attire disturbs the decorum of the Cemetery, or who violates these By-laws may be required to leave the Cemetery grounds.

**Public Access to Information:** The Cemetery is committed to protecting the privacy of its Interment Rights Holders. We collect, use and disclose personal information as required by governing federal and provincial legislation. We do not rent, sell, or trade personal information lists. Individuals may request their personal information in writing at any time to ensure that it is correct and current or to edit it. Provincial legislation requires all Ontario cemeteries to maintain a public register that is available to the public during regular office hours.

## **PROCESS REGARDING SALE OR TRANSFER OF INTERMENT RIGHTS**

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**Sale and Transfer of Interment Rights:** Purchasers of Interment Rights acquire only the right and privilege of burial of the dead and the placing of a marker or monument, subject to the Rules and Regulations (By-laws) from time to time in force.

Interment Rights shall be conveyed by such agreement form as may from time to time be adopted by the Board. Such Agreement shall be subject to the existing Regulation (By-laws) and of such regulations (By-laws) as may from time to time be determined upon by the Board, as if embodied therein in full.

The Board reserves, at all times the right to correct any errors or omissions pertaining to their records of the ownership of lots, graves, space and interments therein.

No such sale or transfer shall be made until all arrears due for services provided, care & maintenance and purchase money have been fully paid.

**Prices and Terms:** Lots, single graves, crypts or niches (Interment Rights) for burial or inurnment are sold at such prices and on such terms as may from time to time be fixed by the Board. Where such sales are made on the installment plan, the Board may require that the full purchase price be paid before any interment, entombment or inurnment is permitted.

**Transfer of Interment Right (Proof of Inheritance):** In the event of the death of an Interment Rights Holder, the Board will require Letters of Probate, Letter of Administration or other sufficient proof of inheritance be submitted to the Board by the Estate of the deceased owner before the ownership of the interment rights is assigned or transferred to any beneficiary, heir or next of kin of the deceased Interment Rights Holder.

**Cancellation of Contracts:** Any contract for sale of interment rights that have not been exercised may be cancelled provided the request is in writing and received by the cemetery office within thirty (30) days of the signing of the contract. A full refund will be given provided the Interment Rights Holder returns any Interment Rights Certificate issued for the Interment Rights to be refunded.

**Refunds:** After thirty (30) days of the signing of any contract, the cemetery company may consider the repurchase or any unexercised licensed services. Care and Maintenance Fund contributions are not refundable after 30 days.

## INTERMENTS

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**Order by Telephone/Electronic Communication:** When an order for interment is given by telephone or electronic communication, the Board will not be responsible for any errors or misunderstandings that may arise. Written permission from the Lot Owner or his/her legal representative may be required before an interment is made.

**Authorization:** Except for unusual circumstances the person(s) who have the legal right to direct an interment shall come to the cemetery office to sign the required contracts.

**Outstanding Costs:** The Board may refuse to permit an interment until the Interment Rights are paid in full and any other outstanding fees to any of the company's divisions have been fully paid.

**Documents Required:** Before an interment can occur, the cemetery office must be presented with either a Burial Permit or a Certificate of Cremation.

**Information Required:** The following information must be filed with the cemetery office before an interment can take place:

*Deceased:* Name-Date of Birth-Date of Death-Place of Birth-Place of Death

*Next of Kin:* Name – address – relationship –

*Other:* Name of Clergy or Officiate (if any) – Name of Funeral Establishment or Transfer Service and the Name of Person acting on behalf of the Funeral Establishment or Transfer Service – Type of outside container if any and size if requested – any other information required in order to complete the interment or as required by the legislation.

**Payment for Services:** Payment is due before the interment service unless other arrangements have been authorized by the Company.

**Notice Required:** Notice of each interment must be given at least eight regular working hours previous thereto.

**Opening and Closing:** Only persons in the employ of the Board shall open a grave, columbarium or mausoleum for interment or disinterment.

**Extra Depth Interment:** If more than one burial is to be made in a grave, the first burial shall be made at extra depth with the usual charge for opening the extra depth. The grave opening at extra depth must be made at the time of the first interment.

**Mandatory Use of Concrete Container:** A concrete container must be used for any extra depth burial.

**Scattering of Cremated Remains:** Cremated remains may be scattered only in a designated Scattering Ground within the Cemetery, with appropriate interment rights in place. A member of the cemetery staff must be in attendance when the cremated remains are scattered within the designed scattering grounds.

**Number of Interments in lot:** The Interment Rights Certificate may indicate how many interments may be placed in a lot. All lots measuring 8' x 3' may include the right to an extra depth interment if possible or if included in the purchase price. All such lots can accommodate one casket interment and three cremated remains. If two casket interments have occurred two additional interments of cremated remains are permitted. Lots measuring less than 8' x 3' may accommodate a maximum of two interments of cremated remains.

**Suitable Container:** For earth interment, remains must be enclosed in a container that is securely closed and strong enough to allow the interment when employing equipment normally used by the Board for interment purposes.

**Size of Container:** The container used for interment must be of a suitable size to be accommodated in the space available for interment. The Board will not be liable if a container intended to be used for interment will not fit in the space available.

**Liability for Interments:** The Board will exercise all due care in making interments but will not be responsible for damage to any casket, urn or other container sustained during normal interment procedures.

**Liability for Disinterments:** The Board will exercise all due care in making disinterments but will not be responsible for damage to any casket, urn or other container sustained during normal disinterment procedures. Any outer or burial container that has been replaced as a result of the disinterment must be removed from the cemetery. All costs will be borne by the party authorizing the disinterment. Used caskets will not be disposed of by the crematorium. The process of scattering is irreversible; therefore scattered remains cannot be retrieved.

**Interment of Cremated Remains:** If cremated remains are interred in a lot in which a future casket interment is planned, the cremated remains must be enclosed in a non-biodegradable container that will not deteriorate under normal earth burial conditions.

**Interment of Cremated Remains In Casket:** Any cremated remains placed in a casket for interment must be registered with the Board. The fee for the interment of these remains will be the normal interment fee for cremated remains.

**Common Ground:** Any cremated remains that are interred in Common Ground will be done so at the charges set by the Board. Any person who is interred in Common Ground may not have a memorial placed in this area.

**Interment in Columbarium:** Cremated remains that are to be interred must be placed in a suitable container that will fit into the niche space. The Board may refuse to place any unsuitable container in a niche space.

**Maximum Number of Urns in a Niche:** The number of cremated remains in any niche is determined by the size of the urn and the inner dimensions of the niche. A maximum of two cremated remains are permitted in a “double” niche and one cremated remain is permitted in a “single” niche.

**Disinterment of Cremated Remains:** The Board shall not be responsible for disinterring any cremated remains. Due to the construction of many urns the Board may refuse to disinter cremated remains that have been interred in the ground.

**Contagious Diseases:** It is a legal requirement that the Cemetery be notified that a death is a result of contagious disease, prior to arrangements being made for the Burial.

In the event that a contagious disease has been confirmed, the Cemetery reserves the right to adhere to recognized Health and Safety practices.

The Cemetery may designate the hour and manner in which Burials may be made.

The human remains of persons who have died from contagious diseases may be removed only with the consent of the local medical officer of health or other public official having authority.

Human remains of persons who have died from contagious diseases will not be accepted for temporary storage.

## **MARKERS AND MONUMENTS**

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No monument, marker or inscription will be permitted until all outstanding costs and arrears have been paid in full for all company divisions.

**Monument on Lot:** not more than one monument shall be erected on any Lot.

### **Dimensions of Monuments/Lot:**

**Lot Size**

- a) More than three graves
- b) 2 or 3 graves
  
- c) 1 grave

**Maximum Monument Size**

Face area 10% of the lot  
Height – 54” including base  
Width – 36” die – 42” base  
Height – 48” including base  
Width – 30” die 36” base

### **Dimensions of Monument/Thickness:**

**Height of Monument including Base**

- a) Two feet (2’)
- b) Over two feet (2’)

**Minimum Die Thickness**

six inches (6’’)  
add one inch (1’’) per foot or  
fraction thereof

**Bases:** bases shall be of the same medium as the diestone. High bases are not favoured and unless specifically approved, the base shall not exceed 25% of the total height of the monument. Rough unfinished rock bases will not be accepted and the bottom four inches of a base must be a rock pitch finish.

**Type of Material (medium):** All monuments shall be constructed of granite; markers of granite or bronze. The bottom of all bases and markers must be cut level and true. Statuary may be constructed of granite or kosmolux but must be approved in advance by the company representative.

**Tolerance:** one half inch will be permitted over or under the specified dimensions of the monument or base.

**Identification:** Placing of the monument dealer’s name on any monument is not permitted.

**Foundations and Marker Setting:** All foundations shall be built and all markers shall be placed by employees of the Board.

**Statuary:** Statuary will be permitted when placed on a base at least three feet high.

**Open Urns:** Open urns which form an integral part of the monument are not permitted since they are prone to damage by the elements.

**Markers on Lot:** Up to two markers may be placed at the foot end of a grave providing no monuments exist on that lot. On any grave which butts up to a monument, only one marker may be placed at the end of the grave furthest from the monument. If desired, one marker may be placed in the designated monument place instead of a monument.

*Two or more graves* – maximum face area of marker – 48” x 18” or one marker maximum face area of 32” x 13” on each grave.

*Single Graves* – maximum face area of 32” x 13”. Where two adjoining single graves are owned by one person, one marker up to 48” x 18” may be permitted. All markers shall be placed in the designated memorial spaces.

**Cremation, Infant and Children Graves:** Maximum face area of 22” x 10” unless otherwise stated within the interment rights.

**Book Markers:** Not permitted.

**Attachments on Markers:** No attachment that is raised above the normal surface of a granite or bronze marker will be permitted. Photographs comprised of porcelain are not permitted.

**Marble Markers:** Markers of marble will be permitted only if this medium is used to match existing markers on a Lot.

**Granite Markers:** Granite markers shall not be more than 6” nor less than 4” in thickness and of uniform thickness throughout.

**Bronze Markers:** The following special By-laws shall apply to the use of bronze for markers in addition to all other By-laws respecting markers:

- a) All bronze castings shall be true, free from weakening or minor defects, blemishes or imperfections, with smooth exposed surfaces; rough, “sand-like” or painted or pigmented lacquer finishes or ornamentations are not permitted.
- b) Bronze markers must be attached to concrete or granite bases of not more than 6” in thickness and not less than 4” in thickness. The concrete or granite base shall be set in the ground by employees of the Board. In the case of concrete, the bronze marker must be attached by the retailer. In the case of granite bases, the bronze marker must be securely attached to the base before delivery to the cemetery.
- c) The alloy used in bronze markers shall consist of 86% to 89% copper, 5% to 6.6% tin, 1.25% to 1.75% lead and 3.5% to 5% zinc, with not more than 1.5% other elements.

- d) Bronze markers used as memorials must be cast with sufficient integral bosses on the underside to be tapped or drilled to receive at least four anchor lugs of brass or bronze from 4" to 6' in length, and not less than 3/8" in diameter. The necessary number of anchor lugs is to be supplied by the manufacturer and installed by the retailer.

**Monuments over Interment:** No monument shall be erected directly on top of a casket or urn interment.

**Colonial Garden Monuments:** All monuments are to be in the form of a Colonial or vertical tablet, produced from either grey or pink granite depending on the designation by the Board. Only steeled surfaced memorials will be permitted with bases being steeled top and rock pitch sides. The base shall be of the same type of granite as the die and shall be four inches in thickness. The minimum height of the base and die together shall be 3 feet four inches. The maximum height of the base and die together shall be 5 feet. The maximum height of the base shall be four inches. No family name shall appear on the alternate side of the die.

**Fieldstone Wall:** In addition to the By-laws governing the cemeteries, one bronze marker with measurements of 24" x 18" may be erected on that portion of the Wall facing the interment space. All installation must be completed by employees of the Board.

**Granite Wall:** In addition to the By-laws governing the cemeteries, inscriptions may be placed on the memorial granite wall in the space abutting the interment area. Ownership of the wall remains with the Company and all inscriptions must be approved by the Board and completed by the Board at prices to be fixed from time to time by the Board.

**Corner Posts:** Corner posts designating the location of the lot or grave must be purchased from the Board at the time of lot or grave purchase. Should the owner desire other corner posts they shall be identical to those supplied by the Board. These will be set level with the ground by cemetery employees for a fee determined by the Board.

**Shared Monuments:** The purchase of a lot which includes a monument to be provided by the Board permits the purchaser the use of the face of the monument adjoining the lot for memorialization, subject to the following:

- a) All inscriptions are subject to approval by the Board
- b) In the case of the removal of the monument, the Board will take reasonable steps to contact the Interment Rights holder that shares the monument.

**Removal of Monuments and Markers:** No monument or marker will be removed from the cemetery for any reason until the Board has received and approved an application from the Interment Rights holder describing the work to be performed.

Unless other arrangements are approved the Board reserves the right to remove and place in storage for six months any monument or marker for which full payment is not received within 3 months of the placement of the monument or marker.

**Inscriptions:** No inscription shall be placed on any monument, marker or mausoleum or niche tablet which in the opinion of the Board is not in keeping with the dignity and decorum of the cemetery.

The only lettering allowed on the back side of a monument facing an adjoining lot where there is not room for a grave between the monument and the boundary of the lot is the family surname.

**Care of Monuments and Markers:** The Board reserves the right to take whatever action is necessary to remove any risk if the monument or marker becomes a risk to public safety.

Minor scraping of the base portion of any upright monuments due to normal maintenance operation is considered by the Board as normal wear.

The Board is not liable for any loss or damage without limitation (including damage by the elements, Acts of Gods, thieves, vandals, strikers) save and except for direct loss or damage caused by gross negligence of the Board and its employees.

**Approval:** An application signed by the Interment Rights holder or their legal representative for the required service will be provided by the Company and must be completed and received by the cemetery office at least seven (7) days before delivery. The application form must be accompanied by the appropriate installation fee and the amount of payment to the Cemetery Care and Maintenance Fund.

Deliveries will be accepted from Monday through to noon Friday holidays excepted.

Delivery of markers will not be accepted after November 15th, unless ground conditions remain suitable for installation purposes.

Delivery of monuments will not be accepted until a minimum of five (5) days after the foundations have been completed.

If weather and ground conditions permit, installation of markers will be made within thirty (30) days after receiving the markers.

If weather and ground conditions permit, installation of foundations will be made sixty (60) days after the approval of the application.

## Private Mausolea or Vault

**Private Mausolea:** The exterior of all private mausolea must be constructed of granite material.

Approval from the Cemetery and the governing municipal and provincial governments is required prior to constructing a private Mausoleum.

**Set Back From Existing Interment Rights Required:** Private Mausoleum greater than 2m (6.6 ft) in height and 15 cu m (528.72 cu ft) in volume cannot be constructed immediately adjacent to existing Lot or Graves. Governing provincial legislation requires a minimum setback of 4.57m (15 ft) between a private Mausoleum and existing Lot or Graves.

**The Cemetery Approval of Structure Required:** The Cemetery reserves the right to review and approve all architectural and structural drawings for private Mausoleum and charge a fee for its services. Plans must be filed with the Bereavement Authority of Ontario for all structures, including those less than 15 cubic metres.

**The Cemetery Approval of General Contractor:** The Cemetery reserves the right to review, qualify and approve all general contractors who have entered into a contract with an Interment Rights Holder to construct a Private Mausoleum on their Lot. The general contractor must abide by all Cemetery Bylaws and more specifically the Contractor Bylaws outlined within the Bylaws.

**Mausoleum Footings and Foundations:** The Cemetery reserves the exclusive right to construct all footings and foundations for private Mausoleum structures. A charge for this service will be collected from the Interment Rights Holder prior to the start of construction.

**Private Mausolea or Vaults:** Should the maintenance fund for a Private Mausolea or Vault become exhausted and further repairs in the opinion of the Board become necessary, the Board will make reasonable attempts to notify the interment rights holders prior to taking further action. If required, the Board may remove the bodies from the vault and reinter the same elsewhere in the cemetery and take down and remove the structure, in which case all claim to or in the land an vault by the former owners or owner, shall cease and be at an end.

## RULES AND CODES OF CONDUCT FOR CONTRACTORS

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Contractors, masons and stonecutters shall notify the cemetery office before commencing any work within the cemetery grounds. This includes but is not limited to setting monuments, removing monuments or markers, and inscription work. The notice shall include a written account of the nature of the work, the name of the Interment Rights holder, the location of the work within the

cemetery and any other information required by the cemetery. No alterations to any monuments or markers may take place without written authorization by the Interment Rights holder or their representative. Approval for such alterations must be given by the cemetery authority before the work may begin. For the purpose of this By-law, the addition of an inscription to a monument or marker is not considered an alteration; however any removal of existing inscriptions is defined as an alteration by the By-law.

Contractors, masons and stonecutters shall notify the cemetery administrative office during normal work hours if they wish to do work on the cemetery grounds beyond the normal cemetery operating hours. For the purpose of this By-law, the normal operating hours are from 8:00 a.m. to 5:00 p.m. Monday to Friday, Statutory Holidays excluded. Any work performed at any other time must be approved by the cemetery official. Request for work after hours will include a description of the intended work, the location in the cemetery, an estimate as to how long the work will take to complete, and any authorization that may be required by the cemetery official.

All work must cease prior to sundown and no work will be permitted on Sunday except in extraordinary circumstances approved by the board.

Canvassing for orders or distributing business cards in any area of the cemeteries is not permitted.

Contractors, masons and stonecutters shall take every possible precaution to protect plants, shrubs, and turf from injury caused by their activities.

Contractors, masons and stonecutters shall be liable for any damage to grounds or plant life caused by their activities. Only employees of the Board shall correct any damage and the cost shall be forwarded to the person(s) responsible.

Contractors, masons and stonecutters shall lay planks on lots and paths over which heavy materials are to be moved in order to protect cemetery grounds from injury.

Contractors, masons and stonecutters will be subject to the staff dress code.

Contractors, masons and stonecutters will remove any and all implements and rubbish created as a result of their activities.

The Board may require contractors to temporarily stop work in the vicinity of interments or visitations.

Contractors, masons and stone cutters shall have WSIB (Workers Compensation) coverage and liability insurance coverage at a minimum of two million dollars.

# **GARDENING, PLANTING AND TRIBUTES**

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Flower beds are permitted around the base of monuments only and at the direction of the Board.

Only cemetery employees may cut the sod, plant and maintain flower beds, plant, and place flowers pots on any grave or lot.

Natural flowers freshly cut are permissible at all times, while artificial flowers and wreaths may only be placed from November 1st, to April 15th.

Wooden crosses, nails, wires, steel rods, hanging baskets, solar lighting or articles of glass must not be placed on any grave or lot.

Borders and hedges around lots often become unsightly and may not be erected.

If in the opinion of the Board, any trees or shrubs situated on any lot shall become by means of their root or branches or appear detrimental to the adjacent lots, drains, road, or walks or to the general appearance of the grounds or inconvenient to the public, the Board may remove such trees or shrubs or parts thereof.

The Board has the right to remove any article or plantings that are in violation of the By-law and any other article or planting that in the opinion of the Board is detrimental to the safety of the public and/or employees of the Board. The Board assumes no responsibility or liability for any loss or damage to the property of interment rights holders which may be placed on graves or lots.

The Board has the right to disallow or remove quantities of memorial wreaths or flower or any other tributes considered to be excessive and that diminishes the otherwise appearance of the cemetery.

Floral Tributes placed on niches are not to exceed the area of the niche on which they are placed. Floral tributes, which have deteriorated or are unsuitable or do not comply with the By-laws, may be removed.

Niche tributes are limited to a single ceramic photo with bronze ring based on a pre-established niche template. Installation is limited to cemetery staff only.

## **CREMATORIUM BY-LAWS**

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Only human remains will be received for cremation.

Prior to any cremation taking place, an application for cremation must be properly completed, together with such further documents as may be required from time to time under the Funeral, Burial and Cremation Services Act (2002) or amendments thereto, and shall be submitted to the crematorium attendant and requisite fees shall be paid.

A body delivered to the crematorium for cremation must be delivered in a closed

casket or other sturdy container and will be cremated in such casket or container. Such casket or container must be of wood or other readily combustible material. Without limiting its right to refuse to cremate in any case without assigning reasons as provided by the Funeral, Burial and Cremation Services Act (2002), the Board may refuse to cremate where a body is enclosed in a casket or container, made in whole or in part of asbestos, bronze, fiberglass, plastic, steel, or which is known to contain inside the casket, any substance which in the Board's opinion may impair or cause damage to the cremation retort or cause difficulty in the cremation process.

Under no circumstances will the cremation operator open a casket delivered for cremation. If the casket must be opened for any reason, the Funeral Director employed by the family of the deceased or his/her representative must open the casket. Crematorium officials may request signed authorizations from the family of the deceased before permitting the casket to be opened once it is delivered to the crematorium.

The Board will not be responsible for any jewelry or other material left in a casket or container, which is delivered for cremation.

Unless provided with another suitable container, the cremated remains will be placed in a temporary container, which may be left at the crematorium for a period of one (1) year after cremation. If, at the expiry of such period, instructions satisfactory to the Board for the disposal of the cremated remains have not been given, the same may be buried in the cemetery in which the cremation took place.

If any cremated remains have been buried after the one (1) year period and are to be claimed, the cost of interring and disinterring the cremated remains shall be paid before they are released.

Any urn that is to contain the cremated remains must be large enough to contain all the cremated remains. An urn that is not large enough may be refused by the Board and the cremated remains will be placed in a temporary container.

Any metal residue, non-combustible casket or container interior or exterior materials and identifiable body prosthesis, bridgework or similar items will be separated and recycled or disposed of by the Board.

The Board is not liable for any delay in cremation beyond its control. In such circumstances the Board reserves the right to secure the casket or container in a receiving area until cremation can occur.





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