



Millgrove Cemetery Bylaws

February 1, 2022.

License Number 3275540-1

MILLGROVE CEMETERY

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MILLGROVE CEMETERY BY-LAWS

As Of February 1, 2022

TABLE OF CONTENTS

Section A:	DEFINITIONS
Section B:	GENERAL INFORMATION
Section C:	SALE AND TRANSFER OF INTERMENT RIGHTS
Section D:	BURIAL OR SCATTERING OF CREMATED REMAINS
Section E:	MEMORIALIZATION
Section F:	CARE AND PLANTING
Section G:	LAWS OUTLINING ITEMS THAT ARE PROHIBITED AND PERMITTED
Section H:	CONTRACTOR/MONUMENT DEALER BY-LAWS
Appendix A:	ILLUSTRATION OF UPRIGHT MONUMENT PLACEMENT AND CONSTRUCTION

A. DEFINITIONS

BAO – Bereavement Authority of Ontario. The Bereavement Authority of Ontario (BAO) is a government delegated authority administering provisions of the Funeral, Burial and Cremation Services Act.

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

By-laws: The rules and regulations under which the Cemetery operates. The process to make By-law amendments is guided by the BAO.

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

Cemetery or Cemetery Operator: For the purposes of these by-laws, “Cemetery” and “Cemetery” operator, shall be considered synonymous with “Cemetery” or “Millgrove Cemetery”, “Millgrove Cemetery Board”, or just “the Cemetery”.

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

Corner Posts: Shall mean any stone or other land markers set flush with the surface of the ground and used to indicate the location of a lot or plot.

Crypt: An individual compartment in a mausoleum for the entombment of human remains.

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

Gross Negligence: While gross negligence is ultimately determined by a court of law, there would be many steps taken by the Cemetery to rectify a problem before it ever reached that point. A patron could also appeal to the BAO for regulatory support and review if negligence is unclear.

Interment Right: The right to require or direct the interment of human remains or cremated human remains in a grave, lot, niche, or crypt 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 (formerly referred to as a Deed or Contract).

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: For the purposes of these By-Laws a lot is a single grave space measuring 4' x 10'.

Marker: Shall mean any permanent memorial structure – monument, plaque, headstone, cornerstone or other structure or ornament affixed or intended to be affixed to a burial lot, mausoleum crypt, columbarium niche or other structure or place intended for the deposit of human remains and may be used to indicate the location of a burial.

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

Plot: For the purposes of these by-laws, a plot means two or more lots in respect of which the rights to inter have been sold as a unit. A plot consists of two lots, each lot measuring 4' X 10'.

Resident/Non-Resident: A resident of Millgrove will be entitled to a resident's Cemetery pricing schedule. A resident is defined in the General Information section (B), below. All others shall follow the non-resident's pricing schedule.

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

Scattering Rights Holder: Any person who holds the right to scatter cremated human remains in a designated area within the Cemetery.

Site: Shall mean a designated area within a plot used for the purposes of interring an urn of cremated human ashes and measuring 2' x 2'.

Cremation Urn: For the purposes of these by-laws, an urn's physical dimensions must be such that it is able to be buried within a 2' X 2' X 30" footprint.

Casket Liner: For the purposes of these by-laws, a casket liner is assumed to measure 35" wide X 90" in length.

B. GENERAL INFORMATION

Hours of Operation:

Visitation Hours: Daily, Dawn until Dusk

Office Hours: By Appointment

Burial Hours: Between the hours of 10:00 AM and 4:00 PM. Sunday or Statutory Holiday openings must be pre-approved, along with winter cremations (Saturday premium applies to cremations)

General Conduct:

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

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

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

Governance:

The Millgrove Cemetery is guided by the Millgrove Cemetery Constitution and by these Bylaws, both, available upon request and issued with each interment right sale.

The purpose of the Millgrove Cemetery Board is to oversee the operations of Millgrove Cemetery for the community of Millgrove. The Board will establish rules and operating directives to ensure that the Cemetery is managed in the best interests of the community.

The Board will be comprised of 7 to 11 members including a Chairman and Secretary/Treasurer. Members of the Board must be from Millgrove or a person who has had an affiliation with the community of Millgrove.

The positions of Chairman and Secretary/Treasurer are appointed by the Board at the annual meeting. These appointments must be made by a clear majority of the Board.

The Board will hire a person to look after grass cutting and general maintenance of the Cemetery. The rate of pay will be reviewed annually.

The Board will hold an annual Decoration Day ceremony to raise funds for the upkeep of the Cemetery.

A Care and Maintenance fund will be maintained to provide interest payments to ensure that the Cemetery can be properly maintained. Contributions from the sale of interment and scattering rights and the installation of markers and headstones as directed by the FBCSA will be directed to this fund. The goal of this fund is to provide sufficient interest income to cover the annual operating expenses of the Cemetery.

The Chair, together with the Secretary/Treasurer are the principal representatives of the Board. They are responsible for monitoring general maintenance and operations, arranging annual Board meetings and to authorize payments for operating expenses. The Chairman and the Secretary/Treasurer will receive an annual honorarium to cover personal expenses and services.

The Secretary/Treasurer will pay bills and deposit credits from daily operations as a second signing authority of the bank operating account. This person will prepare an annual financial report, maintain burial records in the plot book, map, and card file, sell plots and install cornerstones, co-ordinate interments by locating sites and arranging openings and co-ordinate the installation of headstones and markers.

By-Law Amendments:

The Cemetery shall be governed by these by-laws. All By-law amendment procedures will comply with and are subject to the approval of the Registrar for the FBCSA and O. Reg. 30/11 and 184/12.

All by-law amendments must be:

- A. Published once in a newspaper with general circulation in the locality in which the cemetery is located,
- B. Conspicuously posted on a sign at the entrance of the cemetery; and
- C. 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, FBCSA, BAO.

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 save and except for direct loss or damage caused by gross negligence of the Cemetery.

Public Register:

Provincial legislation – Section 110 of O. Reg. 30/11 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.

Resident: For the purposes of these by-laws, a purchaser of rights to a lot or plot (not scattering rights) may be entitled to purchase rights under a discounted resident's schedule. Resident is defined as:

A Resident must be able to demonstrate:

1. Having lived within the physical boundaries of:
 - a) Intersections of Highway 5 and Highway 6, NORTH to Safari Road West
 - b) Safari Road WEST to Highway 8
 - c) Highway 8 SOUTH to Highway 5
 - d) Highway 5 EAST to Highway 6 **OR**,

2. Has a child, sibling, spouse, parent, uncle or aunt, grandparent or great grandparent interred in the Millgrove Cemetery **OR**,
3. Has a mailing address of Millgrove **OR**
4. Has been a member or adherent of Millgrove United Church or employed at a business within the geographical physical boundaries identified in B-1 above, **OR**
5. Can show a distinct affinity to the Village of Millgrove (examples - baseball coach, a member of a local association or service club, having made a demonstrable community contribution to the Village of Millgrove)

Right to Re-Survey:

The Cemetery has the right at any time to re-survey, enlarge, diminish, re-plot, re-purpose lot usage, 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.

C. CANCELLATION OR RESALE OF INTERMENT RIGHTS

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

Cancellation of Interment Rights within 30 Day Cooling-Off Period:

1. A purchaser has the right to cancel an interment or scattering rights contract within thirty (30) days of signing the interment or scattering rights contract, by providing written notice of the cancellation to the Cemetery operator. The Cemetery operator will refund all monies paid by the purchaser within thirty (30) days from the date of the request for cancellation.
2. However, if any portion of the interment or scattering rights has been exercised, the purchaser, or the interment rights holder(s) are not entitled to cancel the contract or re-sell the interment or scattering rights.

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

3. Once payment for the interment or scattering rights has been made in full, and an interment rights certificate has been issued, the interment or scattering rights holder(s), as recorded in the Cemetery records, may re-sell the interment rights under the following:

- 3.1 If any portion of the interment or scattering rights of a lot has been exercised, the purchaser, or the interment rights holder(s) are not entitled to re-sell the interment or scattering rights of that lot.
 - 3.2 All resales of interment or scattering rights must be carried out through the Cemetery management. The rights holder shall first contact the Cemetery to declare their intent to sell the interment rights. The Cemetery, having the first right of refusal may refuse to allow the re-sale of the rights, in which case, they shall pay the seller the current value of the right as per the Cemetery's current price list and in accordance with the price list schedule of the rights holder(s)'s residency or non-residency status. An administrative transfer fee will apply. See the Cemetery current price list.
 - 3.3 Any resale of interment or scattering rights shall be in accordance with the requirements of the Cemetery by-laws and in keeping with the FBCSA and O. Reg. 30/11 and 184/12. In all cases, the re-sale price of the rights shall not be more than the Cemetery's current price list as per FBCSA and O. Reg. 30/11 and 184/12. If the seller holds rights as a resident, then the re-sale price shall not exceed the resident price as identified on the Cemetery's current price list. If the seller holds rights as a non-resident, then the re-sale price shall not exceed the non-resident's price as identified on the Cemetery's current price list.
 - 3.4 The Cemetery may refuse to allow the re-sale of the rights, in which case, if the rights can be sold under the Cemetery By-laws (see E.3.2), the Cemetery shall pay the seller as per the Cemetery's current price list and in accordance with the price list schedule of the rights holder(s)'s residency or non-residency status. An administrative transfer fee will apply. See the Cemetery price list.
 - 3.5 The Interment or Scattering Rights Holder(s) who intends to sell their rights shall provide sufficient proof to the Cemetery so that the Cemetery can be satisfied with the authority and identity of the seller and what rights they hold.
 - 3.6 The Cemetery will provide the third-party purchaser with a description of what rights are available to be transferred. They will also be provided with:
 - 3.6.1 A copy of the Cemetery's Constitution current By-laws and Constitution.
 - 3.6.2 A copy of the Cemetery's current price list.
- 4 The Cemetery will require:
 - 4.1 A statement signed by the rights Holder(s) selling the interment or scattering rights acknowledging the sale of the interment rights to the third-party purchaser. The interment or scattering rights certificate endorsed by the current rights holder.
 - 4.2 Confirmation that the person selling the interment or scattering rights is the person registered on the Cemetery records and that they have the right to re-sell the interment or scattering rights.
 - 4.3 The Cemetery shall:
 - 4.3.1 Record the name and address of the third-party purchaser(s), the date of transfer of the interment or scattering rights to the third party.

- 4.3.2 Provide a statement of any money owing to the Cemetery with respect to the interment or scattering rights.
- 4.3.3 The Cemetery will apply a transfer fee for the re-sale of rights as per the Cemetery price list.
- 4.3.4 Once the endorsed certificate and all required authorization and information has been received by the Cemetery from the rights holder(s), the transfer fee paid, and the Cemetery determines that the new rights owner meets the criteria to purchase rights, the Cemetery will issue a new interment or scattering rights certificate to the third-party purchaser, the third-party purchaser or transferee(s) shall be considered the new interment or scattering rights holder(s), and the resale or transfer of the interment or scattering rights shall be considered final in accordance with the Cemetery by-laws and the FBCSA.

Care and Maintenance Fund Contributions:

- 5 It is a requirement under the FBCSA and O. Reg. 30/11 and 184/12 that a prescribed amount or a percentage of the purchase price (excluding tax) of all interment and scattering rights sold; and prescribed amounts for monuments and markers is contributed into the care and maintenance fund. Interest earned from this fund is used to provide care and maintenance of lots, plots, markers, and monuments at the Cemetery. Contributions to the care and maintenance fund are not refundable except when interment or scattering rights are cancelled within the 30-day cooling off period.

D. BURIAL OR SCATTERING OF CREMATED REMAINS

1. In accordance with the FBCSA and O. Reg 30/11 and 184/12 the purchaser of interment or scattering rights must enter a Cemetery contract, providing such information as may be required by the Cemetery for the completion of the contract and the public register prior to each burial or entombment of human remains, or each scattering of cremated human remains. The contract must be completed, and the payment for burial or scattering fees must be received before interment can take place.
2. A lot is a Cemetery designated area of ground measuring 4' x 10'.
3. A site is contained within a lot and measures 2' x 2' and is used for the purposes of interring human cremated remains.
4. A scattering right is the right to scatter ashes in the Cemetery's scattering ground. A person holding scattering rights shall have the right, at their expense, to engrave on the scattering ground's monument, in the Optima font, in a vertical column on the monument, in upper and lower-case letters, 1 inch in height, in black, the name of the person to be remembered, and on the next line of the monument, either:
 - 4.1 Centred underneath the name, in ¾" Optima font, the YEAR (only) of birth (4 digits), then one space, then a hyphen, then one space, then YEAR (only) of death (4 digits) underneath the applicable name OR:
 - 4.2 Centred underneath the name, in ¾" Optima font, the first 3 letters of the month of birth, a period, a space, 2 digits of the day of birth (01 to 31), a "comma", a space, four digits of the year of birth then repeated for the month, day and year of death.
EXAMPLE: Jun. 03, 1955 – Oct. 25, 2035
 - 4.3 Space for a person's name is limited, space for most names will be able to be accommodated. In some instances, abbreviations may be required, or a middle name may need to be truncated to an initial.
 - 4.4 Although engraving will be professionally done, Scattering Garden engraving is to be arranged with the scattering rights holder (or executor) and organized by the Cemetery (not done through the monument company). A handling fee will apply (see Cemetery price list), and names destined to be placed on the monument will be accumulated and scheduled to be done twice a year or by arrangement.
 - 4.5 While a family requires scattering rights to place a family member's name on the Scattering Garden Monument, they do not necessarily need to lay that person's ashes in the Scattering Garden at Millgrove.
5. Regarding cemetery lots purchased after February 1, 2022, the total number of interments on a single lot shall include 1 full casket burial and 2 cremation interments.
6. Regarding cemetery lots purchased prior to February 1, 2022, no changes to allowances will be made – that is, the total number of cremation interments on a single lot shall include one full (casket) burial and 4 cremation interments.

7. As of February 1, 2022, families may purchase rights to bury additional urns over the base allotment on a single plot (see Cemetery Pricelist) and the total number of cremation interments on a single lot may not exceed 8.
8. Cremation vaults may be used only with permission of the cemetery operator and additional fees will apply if approval is given.
9. An urn shall be buried at least 24" below the ground but not more than 30" below the ground.
10. The Cemetery does NOT allow more than 1 casket to be buried on a lot. Disinterment fees will apply if a casket is to be interred after a cremation urn has been placed on the lot.
11. Lot interment rights holders are encouraged to provide the Cemetery with a plan as to how the lot will be allocated if more than one interment is expected to occur on the lot. Allocations must be congruent with the Cemetery's bylaws and attention to monument inscription and placement is to be considered. One upright monument and one flat monument may be placed on a lot with the flat monument level with the ground and not protruding above the ground.
12. Interment or scattering rights holder(s) must provide written authorization prior to a burial or a scattering taking place. Should the interment or scattering rights holder be deceased, authorization must be provided in writing by the person authorized to act on behalf of the interment rights holder in keeping with the *Succession Law Reform Act* i.e. Personal Representative, Estate Trustee, Executor or next of kin.
13. 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 or a scattering taking place. In the case of cremation, a Certificate of Cremation must be submitted to the Cemetery office prior to the burial of cremated remains or the scattering of cremated remains taking place.
14. The Cemetery shall be given 3 business days of notice for each burial of human remains or scattering of cremated human remains.
15. The opening and closing of graves (lots) may only be conducted by Cemetery staff or those designated to do work on behalf of the Cemetery.
16. When opening a grave, it may be necessary for an excavator operator to temporarily relocate a monument/marker to access a lot to be opened. Any monuments/markers that were moved will be replaced when the work is finished.
17. There are occasions when an underground obstacle prevents a lot opening from taking place. Though rare, when such an occurrence happens, an alternative lot will need to be assigned and the Cemetery Management will work with the family and other stakeholders to find another location for the burial.
18. Cremated remains may be scattered in the Millgrove Cemetery ONLY by having Scattering Garden Rights. Cremated remains may ONLY be scattered within the Scattering Gardens – not

on lots or any other place in the Cemetery. Persons found scattering in the cemetery without scattering rights or scattering on lots will be reported to the authorities.

19. Once scattered; cremated remains cannot be retrieved.
20. Human remains (casket) may be disinterred from a lot provided that the written consent (authorization) of the interment rights holder has been received by the Cemetery operator and the prior notification of the medical officer of health has been made. A certificate from the local medical officer of health must be received at the Cemetery office before the removal of casketed human remains from the Cemetery may take place.
21. The disinterment of remains in an urn on a lot, does not require a certificate from the local medical officer of health but does require approval from the Cemetery. A signed written request from the owner/executor/next of kin is required. The request is subject to a disinterment fee to be paid by the owner/executor/next of kin. Once the Cemetery issues signed written approval and payment is received, the urn removal must be done by an approved Cemetery Contractor.
22. In special circumstances the removal of human remains may also be ordered by certain public officials without the consent of the interment rights holder and/or next of kin(s) as per *FBCSA*, Section 102.1.

E. BY-LAWS PERTAINING TO MEMORIALIZATION

1. A Cemetery permit shall be required to build a monument and its foundation. Approval to proceed shall be issued by the Cemetery before monument construction is undertaken. The permit request may take the form of an email or letter indicating the intent to place a monument in the Cemetery and shall include the base dimensions of the monument. The Cemetery will quote the Monument company on the price of the foundation. While other foundation construction methods may be considered if requested, the Cemetery will use the diagram in Appendix A and section 11 as guideline for the foundation construction.
2. The Cemetery will mark out the exact placement of the foundation and use its approved contractors to build the foundation.
3. The Cemetery shall invoice the monument company and include a staking fee (see Cemetery Price List), the construction cost of the foundation, and the prescribed monument levy for the Cemetery's Care and Maintenance Fund as outlined by the fee schedule of the Funeral, Burial and Cremation Services Act of Ontario, 2002.
4. No memorial or other structure shall be erected or permitted on a lot until all charges have been paid in full.
5. No monument, footstone, marker, or memorial of any description shall be placed, moved, altered, or removed without permission from the Cemetery operator.
6. Scraping of the monument base of an upright or flat marker monument due to grass/lawn maintenance is considered normal wear and tear.
7. 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.
8. Memorials – monuments, markers, plaques etc. are owned by the interment rights holder and the Cemetery operator is not responsible for their loss or deterioration. These memorials should be protected by the interment rights holder's own insurance coverage.
9. The Cemetery reserves the right to determine the maximum size of monuments, their number, and their location on each lot/plot. They must not be of a size that would interfere with any future interments nor encroach upon another lot. Currently, only one upright monument and/or one flat monument shall be erected on any lot.
10. A monument may 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.
11. All monuments and bases are to be made of granite. Gneiss (which is metamorphosed granite), and other durable stones may be acceptable on a case-by-case basis.

12. All Monuments must adhere to the following specifications:
 - 12.1 Monuments and markers are to be placed at the west end of the lot (at the head of the grave). Angled or sloping monuments are not encouraged as they are more subject to damage than flat or upright monuments. The lower end of the monument slope must be on a base and be at least 8" from the top face to the ground.
 - 12.2 Monuments shall be centered over contiguous lots.
 - 12.3 There must be at least 6" of space between the edge of the foundation and all edges of the lot.
 - 12.4 A foundation must be 4 inches wider and longer than the base of the monument to accommodate at most, a continuous 2" skirt around the base to minimize potential damage to the monument during Cemetery maintenance activities.
 - 12.5 The monument base shall be no thicker than 14" front to back to avoid foundations encroaching into the burial area of the lot. See APPENDIX A for placement illustration of upright monuments. While alternative foundation construction may be considered by the Cemetery Management during the monument approval process, monument foundations as a standard, are to be made solely of concrete, must be at least 48" in depth and contain no foreign filler objects like dirt, sod, wood, or loose rocks to lessen the concrete content of the foundation, re-bar excepted.
 - 12.6 Engraving on upright monuments shall be done on the east side of the monument (above the head of the grave) so that it may be read from the foot of the grave.
 - 12.7 Additional engraving may be placed on the west side of the monument to identify a monument when approaching it from the west.
 - 12.8 Flat monument/markers must not rise above ground level, be located toward the head of the grave (west end of lot) and shall not be constructed so as to interfere with Cemetery maintenance activities. The Cemetery reserves the right to alter flat monument/markers without notice so they conform with Cemetery By-Laws.
13. 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.
14. 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 Cemetery Board.
15. No temporary markers are allowed in the Cemetery.
16. 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 marker retailer have been notified by the Cemetery operator.

Monument cleaning, monument restoration and the leveling of sloped monuments is the responsibility of family members. Family members shall contact the Cemetery before undertaking such work. The Cemetery, from time to time, budget permitting, may undertake projects to restore and level monuments that are of historical significance, in decline, or of community interest. Monuments considered unsafe may be lowered to the ground by the Cemetery until a restoration plan can be put in place.

F. BY-LAWS PERTAINING TO CARE AND PLANTING

The Cemetery encourages the upkeep and beautification of Cemetery lots for the community to enjoy. Flowers and annuals planted immediately in front of a family's lots are welcomed.

Shrubs planted may not exceed 4' in height and may not encroach upon another lot. The Cemetery may cut or remove shrubs/plants that exceed these restrictions and may invoice families for this work if deemed necessary.

Note that a portion of the price of interment or scattering rights is entrusted to the Care and Maintenance Fund. The income generated from this fund is used to maintain, secure, and preserve the Cemetery ground's infrastructure. Services that can be provided through this fund do not include the cleaning or beautification of individual lots. Services that are included from C & M are meant to cover the following:

- Re-levelling and sodding or seeding of Lots or scattering grounds
- Maintenance of Cemetery roads and water systems
- Maintenance of perimeter walls and fences
- Maintenance of Cemetery landscaping
- Repairs and general upkeep of Cemetery maintenance buildings and equipment

Be advised that:

1. 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.
2. No person shall plant trees, flower beds, shrubs, or erect fences in the Cemetery except with the approval of the Cemetery.
3. Water is available at the hand pump. **This water is not for human or pet consumption.**
4. Flowers placed on a grave for a funeral shall be removed by the Cemetery staff after a reasonable time to protect the sod and maintain the tidy appearance of the Cemetery.
5. The Cemetery will maintain signs indicating: "No dumping", "Motorized Recreational Vehicles are Prohibited" and "Use the Grounds at Your Own Risk".

G.BY-LAWS PERTAINING TO ITEMS THAT ARE PROHIBITED AND PERMITTED

1. The Cemetery reserves the right to regulate the articles placed on lots 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.
 - 1.1. Hazardous and disallowed articles include:
 - 1.1.1. Loose stones (can be hit by mowers)
 - 1.1.2. Boxes, shells, toys, glass (excluding glass attached to monuments), or metal containers.
 - 1.1.3. Trellises, arches, chairs, or benches.
2. Memorial wreaths may be placed in the Cemetery but may not inhibit maintenance operations. In all cases, wreaths placed in the winter months are to be removed by April 15th each year to facilitate the spring operations clean up. Wreaths not removed by April 15th will be removed and disposed of by the Cemetery without notification. Wreaths placed between from April 15th to November 30th are to be removed after 90 days.
3. In all cases, the Cemetery reserves the right to disallow or remove quantities of memorial wreaths or flowers considered to be excessive or that diminishes the otherwise tidy appearance of the Cemetery or that interferes with the operations of Cemetery maintenance work.

H. 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 before the work may begin. Pre-approval includes but is not limited to landscaping, delivery of monuments and markers, inscriptions, designs, drawings, plans, and detailed specifications relating to the work, proof of all applicable government approvals and permits, the location of the work to be performed. It is the responsibility of all contractors to report to the Cemetery management and provide the necessary approvals before commencing work at any location on the Cemetery property.

1. Prior to the start of any said work, contractors must provide proof of:
 - 1.1 WSIB coverage of employees
 - 1.2 Evidence of liability insurance of not less than \$1 million dollars
- 2 All Cemetery by-laws apply to all contractors and all work carried out by contractors within the Cemetery grounds.
- 3 Unless directly related to an interment, contractors, monument dealers and suppliers shall conduct their work during weekday hours between 8:30 AM and 6:30 PM. All other times, including weekend and statutory holidays must be approved by the Cemetery Management.
- 4 Contractors shall temporarily cease all operations if they are working within 100 metres of a funeral until the conclusion of the service. The Cemetery reserves the right to temporarily cease contractor operations at their sole discretion if the noise of the work being performed by the contractor is deemed to be a disturbance to any funeral or public gathering within the Cemetery.
- 5 Contractors, monument dealers and suppliers shall lay ¾" or thicker plywood or customer ground protection mats on and around burial lots and paths over which heavy materials are to be moved to protect the surface from damage. Contractors shall be responsible for all damages to the cemetery ground and/or monuments. Repeated violations or failure to reimburse for damages could result in a contractor being banned from operating in the Cemetery.

=== END OF BYLAWS ===

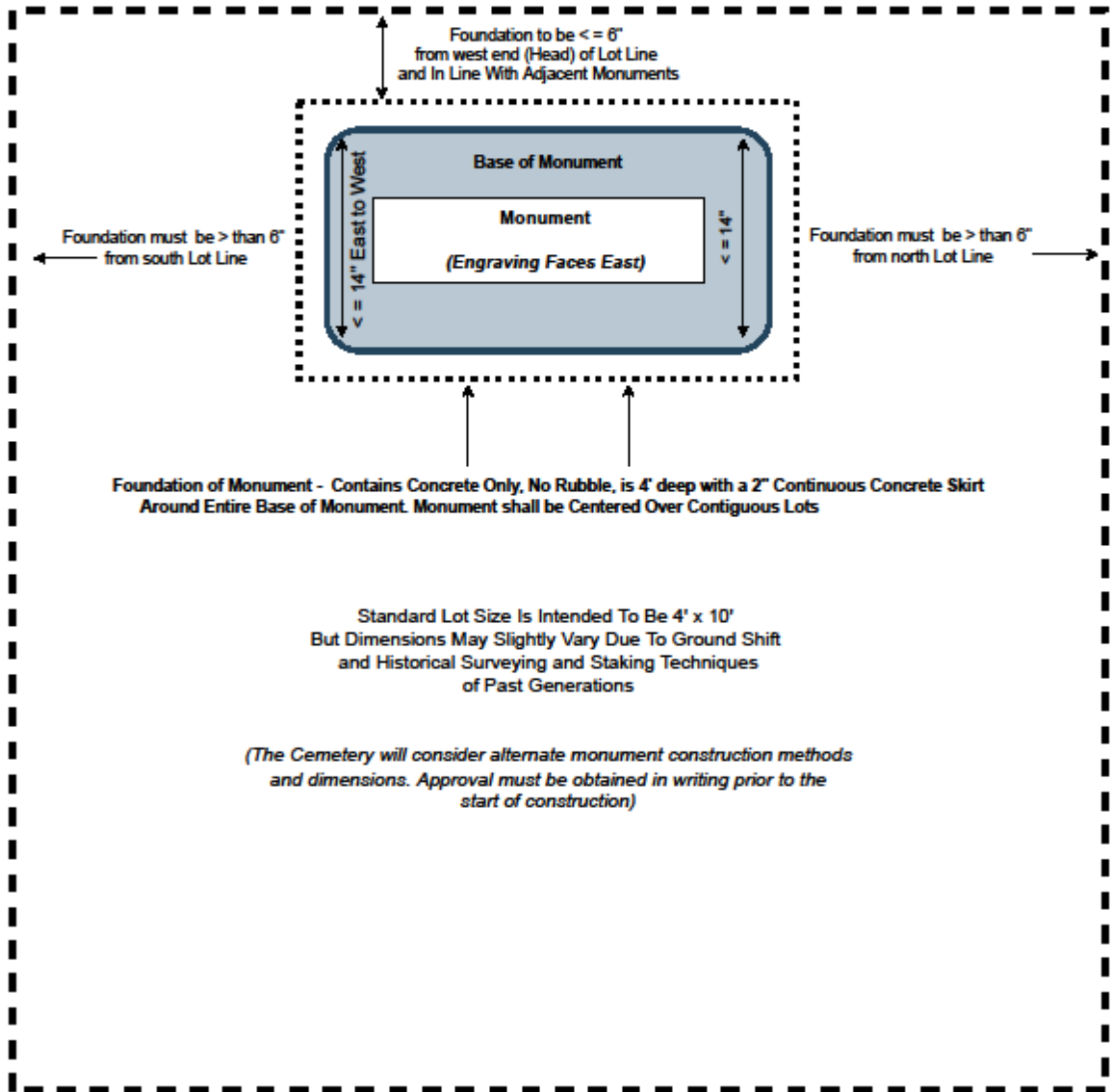


APPENDIX A
STANDARD MILLGROVE CEMETERY UPRIGHT MONUMENT
CONSTRUCTION ILLUSTRATION
Top View - Not To Scale
See Section E in By-laws

February 2022

W

< - equals less than
 > - equals greater than



E