



THE CORPORATION OF THE CITY OF WATERLOO

BY-LAW NO. 2017 – 059 **BY-LAW TO PROVIDE REGULATIONS FOR THE OPERATION OF** **PARKVIEW AND MOUNT HOPE CEMETERIES.**

WHEREAS ss. 8, 9, 10 and 11 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, confers broad authority to the municipality to pass by-laws and to govern its affairs as it considers appropriate;

AND WHEREAS s. 150 of O.Reg. 30/11 under the Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, c.33, as amended provides that cemetery operators may pass by-laws governing the operation of its cemeteries;

AND WHEREAS the Corporation of the City of Waterloo is the owner and operator of cemeteries.

NOW THEREFORE the Council of The Corporation of the City of Waterloo enacts as follows:

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1. DEFINITIONS

FOR THE PURPOSES OF THIS BY-LAW:

- a. "Act" means the *Funeral, Burial and Cremation Services Act*, 2002, S.O. 2002, c.33, as amended from time to time, or any successor thereof.
- b. "Applicant" means an individual, or their duly assigned representative, who has made a request in accordance with this By-Law for the Cremation of Human Remains.
- c. "Bronze Wreath Scroll" means a bronze memorial plaque for installation on a Columbarium niche, measuring 10-3/4" in length x 7-1/2" in width, as depicted in Schedule "C" attached.
- d. "Bronze Feature Wall Plaque" means a bronze memorial plaque for installation on a Columbarium niche, measuring 10-1/4" in length x 10-1/2" in width, open scroll, as depicted in Schedule "C" attached.
- e. "Bronze Plaque" means a bronze memorial plaque for installation on a Columbarium niche, measuring 10" in length x 10" in width (Enduring Memories) or x 11-1/2" in length x 11-3/8" in width, open scroll with olive branch in design, or 13" in length x 14" in width, as depicted in Schedule "C" attached.
- f. "Bronze Memorial Scroll" means a bronze memorial plaque for installation on the Garden of Memory memorial, measuring 5" in length x 2" in width, or for installation on the Veterans' Memorial, measuring 5-7/8" in length x 1-1/4" in width as depicted in Schedule "C" attached.
- g. "Bronze Oval Plaque" means a bronze memorial plaque for installation on a memorial pathway or memorial walkway Lot, measuring 22" in length x 12" wide, as depicted in Schedule "C" attached.
- h. "Bronze Memorial Plaque" means a bronze memorial plaque for installation on the Memorial Wall, as depicted in Schedule "C" attached.
- i. "Bronze Hammered Doric Vase" means a flower vase constructed of bronze, hammered texture in design, measuring 10" in height, as depicted in Schedule "C" attached.
- j. "Care and Maintenance Fund " shall be, as required under the Act, a trust fund for the purpose of providing money for the care and maintenance of the cemetery, established with a corporation registered under the *Loan and Trust Corporations Act*, or with a credit union or a league as defined in the *Credit Unions and Caisses Populaires Act, 1994*, with that corporation, credit union or league as trustee, to which a portion of the purchase price of all interment rights, and a fee associated with the setting of monuments and markers is contributed for such purpose.

- k. "Cemetery" means,
 - i. Land that has been established as a cemetery and operated by the City under the Act, a private Act or a predecessor of one of them that related to cemeteries, or
 - ii. Land that was recognized by the registrar as a cemetery under a predecessor of the Act that related to cemeteries,

And includes,
 - iii. Land that, in the prescribed circumstances, has been otherwise set aside for the interment of human remains, and
 - iv. A mausoleum or Columbarium intended for the interment of human remains.
- l. "Cemetery Services" means services provided in respect of the interment of human remains or the scattering of cremated human remains at a cemetery and includes such services as may be prescribed.
- m. "City" means the Corporation of the City of Waterloo and its employees, contractors or agents.
- n. "Columbarium" means a structure designed for the purpose of interring cremated human remains in compartments.
- o. "Crematorium Services" means services provided in respect of the cremation of dead human bodies and includes such services as may be prescribed.
- p. "Director" means the Director of Parks and Environment or designate for the City.
- q. "Estate Lot" means a Lot that consists of six traditional casket Graves.
- r. "Fees & Charges By-law" means the By-law passed by the City including the price list of fees for cemetery and crematorium services, as amended by the City from time to time or any successor thereof.
- s. "Foot End" means the end of the Grave where the cemetery Lot number is located.
- t. "Grave" means a portion of the Lot to be used for an interment.
- u. "Green Burial" is defined as the placement of an un-embalmed deceased person by means of simple wooden casket or shroud directly into a Grave.
- v. "Head End" means the end of the Grave opposite to the location of the cemetery Lot number marker.
- w. "Human Remains" means a dead human body or the remains of a cremated human body.

- x. "Inter" means the burial of human remains and includes the placing of cremated remains in a Lot.
- y. "Interment Rights" includes the right to require or direct the interment of human remains in a Lot.
- z. "Interment Rights Holder" means the person 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.
- aa. "Lot" means an area of land in a cemetery containing, or set aside to contain human remains and includes a tomb, crypt or compartment in a mausoleum and a niche or compartment in a Columbarium and any other similar facility or receptacle.
- bb. "Manager" means the Manager of Cemetery Services or designate for the Corporation of the City of Waterloo.
- cc. "Memorial" means any monument, tombstone, lawn level memorial, marker, plaque, headstone, cornerstone, or other structure or ornament affixed to 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.
- dd. "Memorial Dedication Feature" means any dedicated memorial flowerbed, memorial bench, memorial tree, memorial wall, memorial stone, memorial statuary or other dedicated memorial feature.
- ee. "Memory Ring" means the portion of a bronze vase which is used for the inscription of names and information.
- ff. "Owner" in relation to a dog, means any person who owns or is in possession or control of a dog, and where the owner is a minor, the person responsible for custody of the minor;
- gg. "Private Scattering Ground" means land within the cemetery that is set aside to be used for the scattering of cremated human remains of only those persons who are related or affiliated in a manner specified in a contract at the time the scattering rights are sold.
- hh. "Regulation" means O. Reg. 30/11, as amended from time to time, or any successor thereof;
- ii. "Row" means a number of Lots in a section configured in a straight line.
- jj. "Scattering" means the removal of cremated human remains from their container with the dispersion (mixing, combining with the earth) of the cremated human remains in a scattering ground or a private scattering ground.
- kk. "Scattering Ground" means the land within the cemetery that is set aside to be used for the scattering of cremated Human Remains.

- ll. "Scattering Rights" includes the right to require or direct the scattering of cremated human remains on the scattering grounds of a cemetery.
- mm. "Scattering Rights Holder" means a person who holds the scattering rights with respect to a scattering ground whether the person be the purchaser of the rights, the person named in the certificate of scattering rights or such other person to whom the interment rights have been assigned.
- nn. "Section" means an area of land sub-divided in a cemetery that includes Lots and dedication features.

2. MOUNT HOPE CEMETERY

The lands outlined in black on Schedule "A" are hereby established and laid out as lands of Mount Hope Cemetery. Special interest groups may have an area exclusively for interment use of the said group as noted in Schedule "F" attached hereto and such area shall be restricted to those groups meeting the essential nature of the special area in accordance with Schedule "F" to this by-law and in accordance with the terms of any agreement with the special interest group or Agency.

3. PARKVIEW CEMETERY

The lands outlined in black on Schedule "B" are hereby established and laid out as the lands of Parkview Cemetery. Special Interest Groups may have an area exclusively for interment use of the said group as noted in Schedule "F" attached hereto and such area shall be restricted to those groups meeting the essential nature of the Special Area in accordance with Schedule "F" to this by-law and in accordance with the terms of any agreement with the Special Interest Group or Agency.

4. GENERAL

- a. **Fees and Charges:** All persons shall pay the applicable fees and charges set out in the Fees & Charges By-law prior to the commencement of any work or the provision of any service or the purchase of any right contemplated in this by-law.
- b. **Public Access to Information:** The City shall collect, use and disclose personal information as required by governing federal and provincial legislation, in particular, the City shall maintain a public register available for review by the public during regular business hours.
- c. **Services Requested:** Upon a request for cemetery services an individual will enter into a contract with the City of Waterloo in a Schedule "G" or "H" form and the City will provide the said cemetery services at the rates set forth in the Fees & Charges By-law.
- d. **Manager:** It shall be the duty of the Manager under the direction of the Director:
 - i. To carry out all the provisions of this by-law and of the *Funeral, Burial and Cremation Services Act, 2002, S.O., 2002, c.33*, as amended.
 - ii. To open all Graves in the said Cemeteries and close all Graves after interment.
 - iii. To attend to the regular and proper maintenance of the Cemeteries.
 - iv. To perform such other duties as Council may from time to time require.
- e. **Liability for Loss or Damage:** The City assumes no liability or responsibility for the loss of, or damage to any Lot, Grave, Columbarium niche, mausoleum crypt, Memorial (including, but not limited to, any monument or marker), vase, candle, plant material, edging material, , flowerbed, landscaping, or any article that may be placed on a Lot, Grave, Columbarium niche, mausoleum crypt, monument, marker or other Memorial from any causes beyond its reasonable control, except for;
 - i. damage to any Lot, Grave, Columbarium niche, mausoleum crypt, Memorial (including, but not limited to, any monument or marker), vase, candle, plant material, edging material, flowerbed, landscaping or article, except as otherwise indicated in this By-law, caused by the City or its employees or agents, in the course of performing cemetery maintenance, this liability to be limited to the cost of a reasonable repair effort to rectify the damage so caused;
 - ii. the City shall be required to and will have the first opportunity to make a reasonable effort to correct the damage described in (i) above; and,
 - iii. for purposes of the liability described in (i) above, no damages are payable, in the case of a reasonably successful repair performed on the part of the City or its employees.

- f. **Damage:** Notwithstanding 4(e), the City is not liable for any damage to any Lot, Grave, Columbarium niche, mausoleum crypt, Memorial (including, but not limited to, any monument or marker), vase, candle, flowerbed, landscaping, or any article that may be placed on a Lot, Grave, Columbarium niche, mausoleum crypt, monument, marker or other Memorial caused by:
- i. the opening and closing of Graves;
 - ii. product installations; or
 - iii. removal of objects or plant material on the said Lot in accordance with this By-law.

Notwithstanding 4(e), the City is not liable for:

- i. any damage to any plant material, edging material, flowerbed or landscaping caused at any time by the opening and closing of Graves, product installations, removal of objects or plant material in accordance with this By-law, Cemetery winter maintenance operations, or other Cemetery maintenance operations; or
 - ii. Any damage to any article or token of remembrance, including any vase or candle, on any Lot, Grave, Columbarium niche, mausoleum crypt or Memorial (including, but not limited to, any monument or marker) caused at any time by Cemetery winter maintenance operations.
- g. **Articles:** The Director may prohibit the placing of any article on a Grave that poses a threat to the safety of Interment Rights Holders, visitors or Cemetery employees, prevents employees from performing general cemetery operations, or is not in keeping with the dignity and decorum of the Cemetery.
- h. **Removal:** Any Memorial (including, but not limited to, any monument or marker), vase, candle, plant material, flowerbed, or object or article of any kind which is placed, installed or left contrary to this By-law may be removed and disposed of by the Manager without notification. The City shall not be responsible for the cost of any item removed in accordance with this By-law.
- i. **Right to Resurvey:** The City reserves the following rights and privileges to be exercised as required:
- i. To resurvey, enlarge, construct a building or structure, alter and/or diminish all or any portion of its cemeteries.
 - ii. To layout, establish, close, eliminate, or otherwise modify or change the location of roads, walks or drives.
 - iii. To create or remove easements and rights of way over and through all cemetery property for the purpose of installing, maintaining, or operating utility or communication lines, drains, irrigation systems, or for any other

cemetery purpose providing no interment right sales have occurred in these areas.

- j. **Traffic Over Lot:** Interment rights in the Cemetery are subject to standard cemetery maintenance practices and public visitation of Lots, which may result in pedestrian, vehicle and equipment traffic over Lots.
- k. **Access to Grounds:** Unless approval has been granted by the Manager or in accordance with (r) below, no person shall enter or be within any Cemetery grounds before 7:00 a.m. or after sunset except for members of the Waterloo Regional Police Department, members of associated emergency services or any employee of the City.
- l. **Vehicles:** No person shall operate a vehicle at a speed of more than 15 km/hour on any Cemetery grounds. In addition, no person shall operate a vehicle on any Cemetery grounds except on roadways provided for vehicles.
- m. **Parades:** No person shall, without prior authorization from the Manager, take part in any parade or procession within a Cemetery, except for a funeral procession.
- n. **Personal Conduct:** in the sole opinion of the Manager, any person(s) whose actions, behavior or attire disrupts the sanctity of the cemetery or violates Cemetery bylaw, may be required by the Manager to leave the cemetery property.
- o. **Photography:** The Manager for reasons of maintaining care, tranquility and/or peace of the Cemetery, may refuse or cause to stop any person causing or taking any photographic or video imaging.
- p. **Dogs:** No owner shall permit any dog to be in a Cemetery except while on a leash and in the care and control of the owner at all times. Every owner of a dog shall be respectful of the Cemetery lands with regards to pet access and shall immediately remove any excrement of the dog from such lands and properly dispose of such excrement.
- q. **Landscape Alteration:** No person shall conduct grading, planting, trimming, removal or any other care of horticultural or turf elements, within the Cemetery, without prior authorization by the Manager.
- r. **Chapel:** No person shall use the Chapel at Parkview Cemetery for funeral, committal or memorial services, without prior approval of the Manager. If funeral, committal or memorial service is approved by the Manager, the service will be subject to the fees as noted in the Fees & Charges By-law.
- s. **Access to Chapel:** No person shall access the Chapel at Parkview Cemetery, except:
 - i. persons who have been assigned access card keys by the Manager; and,
 - ii. during the hours of 8:00 a.m. to 9:00 p.m.

5. ARTIFICIAL WREATHS & DECORATIONS

- a. **Winter Months:** Articles left on graves, lots, niches or scattering grounds during winter months are vulnerable to deterioration and damage, and impede cemetery operations. It is recommended that Interment Rights Holders remove all articles from graves, lots, niches or scattering grounds during the winter months, typically October 1 to May 1.
- b. **Glass, Porcelain and Ceramic:** No person shall place any article made in whole or in part of glass, porcelain or ceramic within the Cemetery without prior written approval from the Manager.
- c. **Artificial Wreaths:** No person shall place, erect, install, maintain, or allow any artificial wreath and wreath stand to remain within the Cemetery between the 1st day of May and 1st day of October in any calendar year.
- d. **Wooden Crosses:** Temporary wooden crosses are not permitted on Lots if a permanent memorial already exists on the Lot. Temporary wooden crosses are permitted on monument Lots for a maximum period of 8 months and must be located within the monument space. Temporary wooden crosses are not permitted on lawn level memorial Lots.
- e. **In Ground Objects:** No person shall place any tripod, stand, container for flowers or any device inserted into the ground on any Grave without prior written approval from the Manager.
- f. **Decorative Articles on Lawn Level Memorial Lots:** No person shall place, erect, install or allow to remain any more than one decorative article such as plants, pictures or toys on or around a lawn level memorial. The Manager reserves the right to regulate, remove and destroy articles placed on or around all memorials that are in contradiction to the Cemetery Bylaw or are not in keeping with the decorum of the cemetery or the health and safety of those exposed to the maintenance therein.
- g. **Decorative Articles on Upright Monument Lots:** Where flowerbeds are permitted, no person shall place any permitted decorative articles on monument Lots except within the designated planting area of an established flowerbed.
- h. **Shepherd Hooks:** Hanging baskets are permitted in front of monuments, except in the Cremains Garden. No person shall place or install a shepherd hook except a shepherd hook, which is no taller than four feet and which is installed by inserting it in the ground within the designated planting area. No person shall place or install a shepherd hook in the Cremains Garden.
- i. **Decorative Articles in Trees/Plant Material:** No person shall place any decorative item in any tree or any other plant unless prior written approval is obtained from the Manager.

6. PLANT MATERIAL & FLOWERBEDS

a. **General:**

- i. No person shall place, install or keep any plant material or flowerbed in the Cemetery except in accordance with this By-law.
- ii. No person shall fail to maintain any plant material or flowerbed as required by this By-law. Any plant material or flowerbed which is not maintained in accordance with this By-law may be removed and disposed of by the Manager without notification.

b. **Flowerbeds are not permitted** in the following areas or Lots at Parkview Cemetery.

- i. Cremains Garden Section at Parkview Cemetery,
- ii. Cremation Dedication Gardens Memorial Pathway Lots, Memorial Walkway Lots, or Water Feature Lots,
- iii. Section H The Rockery Memorial Stone Dedications,
- iv. Pedestal Niches and Pedestal Feature Niches,
- v. All flat marker lawn level memorial Lots.

c. **Size of Flowerbed:** Flowerbeds, where permitted, may not exceed the length of the monument base on any Lot, and may not be more than fifteen inches out from the base, unless:

- i. the flowerbed is located on an estate Lot; and,
- ii. prior approval is obtained from the Manager.

d. **Perennial Plant Material:** No perennial plant material shall be permitted to exceed the confines of a flowerbed. No perennial plant material shall be permitted to grow large enough to obscure the legibility of any memorial.

e. **Borders, Fences and Edging:** No person shall use any materials for edging or decorative purposes for flowerbeds unless prior approval is obtained from the Manager. The cemetery office may be contacted for approved material and size restrictions information. All non-compliant edging material may be removed and disposed of by the Manager without notice.

f. **Flowerbeds:** Where permitted, flower beds may only be installed once a foundation has been installed on the lot.

g. **Maintenance:** The City is not responsible for maintenance of flowerbeds and plant material permitted by this By-law which are not installed by the City.

h. **Dedication Features:** No person shall install, maintain or allow to remain any flowerbed installation at any dedication feature without prior approval from the Manager.

- i. **Funeral Flowers:** Fresh floral arrangements and associated containers placed at the time of a burial will remain on the grave for a minimum of 5 days and will be removed at any time thereafter and disposed of by Cemetery Staff.

7. MEMORIALIZATION

- a. **General:** No person shall place, erect, install or allow to remain any monument or lawn level memorial without the prior permission of the Manager.
- b. **General:** No lawn level memorial is permitted to be installed where a monument is allocated to be installed.
- c. **Bronze Composition:** The composition of all bronze memorials shall be 86% to 89% copper, 2% to 4% tin, 1% to 2% lead, 4% to 7% zinc, with not more than 2% other elements.
- d. **Inscriptions:** No person shall place, erect, install, maintain or allow to remain any inscription on any memorial not in keeping with the dignity and decorum of the cemetery. No person shall place, erect, install, maintain or allow to remain any inscription on any monuments or markers which is not satisfactory to the City. The City may remove any inscription not to the City's satisfaction at the expense of the person who made, or caused to be made, the inscription.
- e. **Chapel Niche or Urn Inscription:** No person shall place or cause to be placed any inscription on any memorial urn, interred in a glass front chapel niche, not in keeping with the dignity and decorum of the cemetery.
- f. **Inscription on Back Side of Monument:** No person shall place, erect, install, cause to be made, maintain, or allow to remain any inscription on the back of a monument, which faces an adjacent lot, unless;
 - i. the inscription consists of only the surname and a monument design;
 - ii. the prior consent of the Manager is obtained; or;
 - iii. the owner of the monument lot also owns the adjacent lawn level memorial lot facing the back of the monument.
- g. **Monuments General:** No person shall place, erect, install or allow to remain more than one monument on a lot. A lot may contain more than one grave.
- h. **Monument Material:** Monument memorials shall be made of granite and no ornament of stone, metal or other material shall be attached thereto unless written approval is granted from the Manager. Monument memorial bases with a polished finish on the sides are not permitted.
- i. **Monument Location:** Monument memorials shall be centrally located on the head end of each Lot; with the following exception;
 - i. Pillow monument memorials shall be centrally located on the head end or foot end of each lot, depending on the particular nature of the section and row in which the lot is placed, as defined by the Cemetery.
- j. **Memorial Contract Requirements:** All persons shall enter into an agreement as prescribed in Schedule G or Schedule H prior to the installation of a monument

memorial or lawn level memorial. Dimensions, design, inscription and material of memorials must be as defined on the agreement.

- k. **Winter Foundation Restrictions:** Monument memorial foundation installations may be restricted from November 1 through May 31 at the discretion of the Manager.
- l. **Monument Foundation:** All monument memorial foundations shall be constructed of concrete and flush with the level of the adjoining ground and will be of a length and width as nearly as practicable equal to the length and width of the base of the monument memorial. Installation of foundations may be deferred by the Manager due to relative time elapsed since recent burials or any conditions affecting stability of the soil profile during excavation.
- m. **Safety:** The City may take whatever actions are necessary to remove the risk to public safety by any Memorial.
- n. **Temporary Movement:** The City reserves the right to temporarily move any memorial required to support cemetery maintenance and service delivery requirements. Such memorial will be returned to its original location following the maintenance or service delivery activity.
- o. **Monument Memorial General Requirements:** All monument memorials must be safely and adequately fastened to the base as part of the installation process. A monument memorial shall be a minimum 6" in thickness to ensure the longevity and stability of the memorial. A monument memorial base shall be a minimum 6" in height. A pillow monument memorial base shall be a minimum 4" in height. Monument and pillow monument memorial bases must be rock-faced in finish.
- p. **Lawn Level Memorial General:** All lawn level memorials shall be installed by Cemetery staff.
- q. **Corner Posts & Temporary Memorials:** No person shall place, erect, install, maintain or allow to remain any corner posts or temporary memorials except those supplied or permitted by the City.
- r. **Lawn Level Memorial Material:** No person shall place, erect, install, maintain or allow to remain any lawn level memorial which is not made of granite and/or bronze.
- s. **Location & Layout of Marker Memorial:** Any lawn level memorial layout and installation must be consistent with existing lot structures. In a traditional adult grave layout, lawn level memorials shall be centrally located on the head end or foot end of the lot, depending on the particular nature of the section and row in which the lot is located; and where permitted, an additional lawn level memorial may be installed at the opposite end of the grave(s) with certain size restrictions and locations as defined and permitted by the Manager.
- t. **Winter Memorial Installation:** Lawn level memorial installations are restricted from November 1 through May 31 as weather does not permit their installation during this time.

- u. **Size Allowance for Monument Memorials:** No person shall place, obtain, install, maintain, or allow to remain, any monument memorials with a monument memorial base or footing contrary to the following dimensions:
- i. **Single Adult Grave:** for a traditional single grave monument memorial lot at Parkview Cemetery & Mount Hope Cemetery the base or footing may not exceed 30" in length x 14" in width, or as defined by the Fees and Charges By-law; and the total height of the monument memorial will not exceed 4'-0" including the base.
 - ii. **Single Adult Grave (Pillow Monument Memorial):** for a traditional single grave pillow monument memorial lot in Sections "A, D & F" at Parkview Cemetery the base or footing may not exceed 30" in length x 20" in width and the total height of the monument may not exceed 1'-0" including the base;
 - iii. **Two Grave Adult Lot:** for a traditional two grave monument memorial lot at Parkview Cemetery and Mount Hope Cemetery the base or footing may not exceed 48" in length x 14" in width; and the total height of the monument will not exceed 6'-0" including the base.
 - iv. **Two Grave Adult Lot (Pillow Monument Memorial):** for a traditional two grave pillow monument memorial lot in Sections "A, D & F" at Parkview Cemetery the base or footing may not exceed 48" in length x 20" in width and the total height of the monument may not exceed 1'-0" including the base;
 - v. **Cyprus Turkish Moslem Section A:** Lots 387 - 404, inclusive, are restricted to a monument height, including base, of 3' (three feet).
 - vi. **Three Grave Lot:** for a traditional three grave monument lot at Parkview Cemetery and Mount Hope Cemetery the base or footing may not exceed 96" in length x 14" in width;
 - vii. **Three Grave Lot (Pillow Monument):** for a traditional three grave pillow monument lot in Sections "A, D & F" at Parkview Cemetery the base or footing may not exceed 96" in length x 20" in width and the total height of the monument may not exceed 1'-0" including the base;
 - viii. **Four Grave Lot:** for a traditional four grave monument lot at Parkview Cemetery and Mount Hope Cemetery the base or footing may not exceed 144" in length x 14" in width;
 - ix. **Four Grave Lot (Pillow Monument):** for a traditional four grave pillow monument Lot in Sections "A, D & F" at Parkview Cemetery the base or footing may not exceed 144" in length x 20" in width and the total height of the monument may not exceed 1'-0" including the base;
 - x. **Cremains Garden:** for a Cremains Garden monument Lot at Parkview Cemetery the base or footing may not be greater than 30" in length x 14"

in width and the total height of the monument may not exceed 4'-0" including the base;

- xi. **Section E (Cremation/Infant/Child):** for an Infant/Child Preferred or Cremation Preferred Lot in Section "E" at Parkview Cemetery the base or footing may not be greater than 24" in length x 14" in width and the total height of the monument may not exceed 4'-0" including the base;
 - xii. **Section E, F, H, J and K Cremation:** for Section E, F, H, J and K Cremation Lots at Parkview Cemetery the base or footing may not be greater than 24" in length x 14" in width and the total height of the monument may not exceed 4'-0" including the base;
 - xiii. **Estate Lot:** for an Estate Lot any monument dimension must be approved by the Manager.
- v. **Plinths:** Plinths, where installed, shall be installed on monument bases with a minimum 1"(one inch) border showing on the base and a minimum 1' (one foot) maximum height. No engraving shall take place on the backside of the plinth. Plinths created and causing monument height to exceed 48" may necessitate an additional fee for care and maintenance purposes in accordance with the Fees and Charges by-law. Only one plinth is permitted per Lot. Final decision on installation of plinths will be with the Manager.
- w. **Size Allowance for Granite Lawn Level Memorials:** No person shall place, erect, install, maintain or allow to remain any granite markers (granite lawn level memorials) which are not a minimum 4 inches in thickness and do not comply with the following dimensions:
- i. **Infant Graves:** for a traditional infant Grave in Section "A" at Parkview Cemetery and for a traditional infant Grave at Mount Hope Cemetery the marker will be 12" in length x 6" in width;
 - ii. **Child Graves:** for a traditional child Grave in Section "A", Section: D and H Muslim at Parkview Cemetery and for a traditional child Grave at Mount Hope Cemetery the marker will be 20" in length x 12" in width;
 - iii. **Single Adult Grave:** for a traditional single grave lawn level memorial lot in Mount Hope Cemetery and in Sections "A, B, C, D, E, F, J and K, and A,B, D, H and J Muslim at Parkview Cemetery the marker will be 20" in length x 12" in width. For a traditional single grave lawn level memorial lot in Section G & H at Parkview Cemetery the marker will be 24" in length x 18" in width;
 - iv. **Two Grave Adult Lot:** for a traditional two grave lawn level memorial lot in Mount Hope Cemetery and in Sections A, B, C, D, E, F, J and K at Parkview Cemetery the marker will be 30" in length x 14" in width.
 - v. **Three Grave Adult Lot:** for a traditional three grave lawn level memorial lot in Mount Hope Cemetery and in Sections A, B, C, D, E and F at Parkview Cemetery the marker will be 30" in length x 14" in width.

- vi. **Four Grave Adult Lot:** for a traditional four grave lawn level memorial lot in Mount Hope Cemetery and in Sections "A, B, C, D, E and F" at Parkview Cemetery the marker will be 30" in length x 14" in width;
- vii. **Cremains Garden, E and H Cremation, Mount Hope Old Roman Catholic:** for a cremation lawn level memorial lot at Mount Hope Cemetery in the Old Roman Catholic Section and at Parkview Cemetery in Section E and H Cremation and the Cremains Garden the marker will be 24" in length x 18" in width;
- viii. **Sections A-Cremation and D-Cremation, Veterans Cremation:** for Sections A-Cremation & D-Cremation and a Veterans Cremation lot at Parkview Cemetery the marker will be 20" in length x 12" in width;
- x. **Size Allowance for Bronze Lawn Level Memorials:** No person shall place, erect, install, maintain or allow to remain any **bronze** markers (bronze lawn level memorials) which are not a minimum 4 inches in thickness and do not comply with the following dimensions:
 - i. **Infant Graves:** for a traditional infant grave in Section "A" at Parkview Cemetery and for a traditional infant grave at Mount Hope Cemetery the marker will be 11" in length x 5" in width set on a granite base being 6" in width x 12" in length;
 - ii. **Child Graves:** for a traditional child grave in Section "A", Section: D and H Muslim at Parkview Cemetery and for a traditional child grave at Mount Hope Cemetery the marker will be 19" in length x 11" in width set on a granite base being 20" in length x 12" in width;
 - iii. **Single Adult Grave:** for a traditional single grave lawn level memorial lot in Mount Hope Cemetery and in Sections "A, B, C, D, E, F, J and K", and "A, B, D, H and J Muslim" at Parkview the marker will be 19" in length x 11" in width set on a granite base being 20" in length x 12" in width. For a traditional single grave lawn level memorial lot in Section G and H at Parkview Cemetery the marker will be 23" in length x 17" in width set on a granite base being 24" in length x 18" in width;
 - iv. **Two Grave Adult Lot:** for a traditional two grave lawn level memorial lot in Mount Hope Cemetery and in Sections "A, B, C, D, E, F, J and K" at Parkview Cemetery the marker will be 29" in length x 13" in width set on a granite base being 30" in length x 14" in width;
 - v. **Three Grave Adult Lot:** for a traditional three grave lawn level memorial lot in Mount Hope Cemetery and in Sections "A, B, C, D, E and F" at Parkview Cemetery the marker will be 29" in length x 13" in width set on a granite base being 30" in length x 14" in width;
 - vi. **Four Grave Adult Lot:** for a traditional four grave lawn level memorial lot in Mount Hope Cemetery and in Sections "A, B, C, D, E and F" at Parkview Cemetery the marker will be 29" in length x 13" in width set on a granite base being 30" in length x 14" in width;

- vii. **Cremaains Garden, E&H Cremation, Mount Hope Old Roman Catholic:** for a cremation lawn level memorial Lot at Mount Hope Cemetery in the Old Roman Catholic Section and at Parkview Cemetery on Cremation Lots in Section E&H & the Cremaains Garden the marker will be 23" in length x 17" in width set on a granite base being 24" in length x 18" in width;
- viii. **Cremation Sections A&D, Veterans Cremation:** for a Sections A-Cremation and D-Cremation and a Veterans Cremation lot at Parkview Cemetery the marker will be 19" in length x 11" in width set on a granite base being 20" in length x 12" in width; and,
- ix. **Memorial Pathway:** No person shall place, erect, install, maintain, or allow to remain a memorial on a memorial pathway lot except; a Bronze Oval Plaque measuring 22" in length x 12" in width, black or black cherry in finish with a single line border, bearing an appropriate inscription, and attached to a granite base.
- x. **Memorial Walkway:** No person shall place, erect, install, maintain, or allow to remain a memorial on a memorial walkway lot except; a Bronze Oval Plaque measuring 22" in length x 12" in width, black or black cherry in finish with a single line border, bearing an appropriate inscription, and attached to a granite base.
- y. **Scattering Gardens:** No person shall place, erect, install, maintain or allow to remain any memorial in any Scattering Garden area except;
 - i. **Cremation Dedication Gardens:** a Bronze Memorial Scroll, measuring 5" in length x 2" in width, black in finish, bearing an appropriate inscription with the name and dates of one person, and attached to the Garden of Memory Memorial for scattering interments in the Cremation Dedication Gardens.
 - ii. **Section G or H 'The Rockery' Scattering:** the approved Bronze Memorial Plaques, bearing an appropriate inscription with a maximum of two names, affixed to the Memorial Wall for scattering interments in Section G or a Memorial Stone in Section H.

8. VASES

- a. **General:** No person shall place, erect, install, maintain or allow to remain any vase installation without prior approval from the Manager. All cemetery approved vases must be installed by Cemetery Staff.
- b. **General:** Vases found to be in poor condition or in a contradictory state to the decorum of the cemetery may be removed and discarded by the Manager without notice.
- c. **Winter Months:** It is recommended that Interment Rights Holders empty and turn down or remove vases during the winter months, typically November 1 to May 1, to avoid damage due to winter cemetery operations.
- d. **Layout & Location:** Vases, where permitted shall be centrally located or located at either corner of the monument or marker, not along the sides. At various lawn level memorial Lots, the vase shall be located below the marker.
- e. **Restrictions:** No person shall place, erect, install, maintain, or allow to remain any flower vase in the following sections or areas;
 - Section F –Columbarium Feature Niche area.
 - Cremation Dedication Gardens Memorial Arbor Niche Area.
 - Water Feature Lot Area.
 - All Scattering Interment Garden areas.
- f. **Restrictions:** No person shall place, erect, install, maintain, or allow to remain more than one City installed flower vase or memory candle at the following Lots:
 - Sections A-Cremation & D-Cremation & Veteran Cremation Lots
 - Cremains Garden Lot
 - Pedestal Niche & Pedestal Feature Niche
- g. **Memorial Path Lot:** No person shall place, erect, install, maintain, or allow to remain any flower vase on a Memorial Pathway Lot except for a vase which is Bronze Hammered Doric in design, black or black cherry in finish, measuring 10” in height.
- h. **Memorial Walkway Lot:** No person shall place, erect, install, maintain, or allow to remain any flower vase on a Memorial Walkway Lot except for a vase which is Bronze Hammered Doric in design, black in finish, measuring 10” in height.
- i. **Cremation Dedication Gardens, Columbarium Walls:** No person shall place, erect, install, maintain, or allow to remain any flower vase in the Cremation Dedication Gardens Columbarium Wall area except for a vase which is Bronze Hammered Doric in design, light brown in finish, measuring 10” in height, bearing a Memory Ring.
- j. **Cremation Dedication Gardens, Feature Walls:** No person shall place, erect, install, maintain, or allow to remain any flower vase in the Cremation Dedication

Gardens Columbarium Feature Wall area except for a vase which is Bronze Hammered Doric in design, black in finish, measuring 10" in height, bearing a Memory Ring.

- k. **Cremation Dedication Gardens, Columbarium Domes:** No person shall place, erect, install, maintain, or allow to remain any flower vase in the Cremation Dedication Gardens Dome Columbarium areas except for a vase which is Bronze Hammered Doric in design, black in finish, measuring 10" in height, bearing a Memory Ring.
- l. **Pedestal Niches:** No person shall place, erect, install, maintain, or allow to remain any flower vase at a Pedestal Niche except for a vase which is Bronze Hammered Doric or Grecian in design, measuring 10" in height.
- m. **Cremation Dedication Gardens, Pedestal Feature Niche:** No person shall place, erect, install, maintain, or allow to remain any flower vase at a Pedestal Feature Niche in the Cremation Dedication Gardens, except for a vase which is Bronze Hammered Doric or Grecian in design, black in finish, measuring 10" in height.

9. MEMORIAL DEDICATION FEATURES

- a. **General:** No person shall, place, erect, install, maintain, or allow to remain any Memorial Dedication Feature (including a memorial tree, bench, wall, stone, flowerbed or other dedication) without prior approval by the Manager. The City reserves the right to move, alter, remove or replace any Memorial Dedication Feature, installed or modified without the approval of the City, without notice. Any Memorial Dedication Feature removed in accordance with this By-law shall be stored by the City for a period of not less than 30 days, and the Manager shall take reasonable steps to identify and notify the person who placed the feature of its removal. Such person may redeem the feature upon request, within 30 days of its removal, upon payment of any applicable fee. If the person cannot be identified or found, or does not attend to redeem the feature within 30 days of its removal, the Manager may dispose of the feature and the City shall not be responsible to the owner for the cost of the item.
- b. **Lease Agreement:** Unless otherwise provided, Memorial Dedication Features may only be provided by the City and will be assigned for a lease period of twenty (20) years. At the request and expense of the lease holder, the memorial feature lease period may be renewed for a further twenty (20) year term, as per current Cemetery Price List. Upon the expiry of the twenty (20) year lease period, and upon request from another lease applicant, the Manager will make a reasonable attempt by known, documented records within the Cemetery office to contact the original memorial dedication lease holder. Upon failure to connect with the original lease holder the cemetery will retain the right to undertake another lease period with a new applicant.
- c. **Interment Restrictions:** No person shall inter or scatter cremated human remains at a Memorial Dedication Feature unless, where available, the appropriate interment or scattering rights have been purchased.

Memorial Stone Dedications

- d. No person shall place, erect, install, maintain, or allow to remain any flower vase or memory candle at a memorial stone dedication except for a vase or memory candle which is Bronze Hammered Doric or Grecian in design, with or without memory ring.
- e. Only approved single line border bronze plaques are permitted at memorial stone dedications which may include up to two (2) 12" in length x 6" in width plaques or larger as space permits, bearing an appropriate inscription, and attached to the stone face by the City in the most suitable location.

Memorial Tree Dedications

- f. Only one (1) approved single line bronze plaque is permitted at a memorial tree dedication, 8" in length x 6" in width mounted on a 10" x 8" x 6" granite pillow marker, sunrise pink in colour, fronting the tree as determined by the Manager for the most suitable location, bearing an appropriate inscription with the botanical and common name of the tree.

- g. No person shall place, erect, install, maintain, or allow to remain any flower vase or memory candle at a memorial tree dedication except for a vase or memory candle which is Bronze Hammered Doric or Grecian in design, with or without memory ring.
- h. No interment rights are applicable to memorial tree dedications.

Memorial Bench Dedications

- i. Only approved single line bronze plaques are permitted at memorial bench dedications which may include up to three (3) 12” in length x 4” in width plaques, the number of which must be determined at the point of purchase, bearing an appropriate inscription, and attached to the bench back support by the City in the most suitable location.
- j. No flower vases or memory candles are permitted at or in the vicinity of memorial bench dedication features.
- k. No interment rights are applicable to memorial bench dedications.

Memorial Wall Dedications

- l. Only approved single line border bronze plaques are permitted at memorial wall dedications which may include up to two (2) 12” in length x 6” in width plaques or larger as space permits, black cherry in finish, bearing an appropriate inscription, and attached to the stone face by the City in the most suitable location.
- m. No flower vases or memory candles are permitted at or in the vicinity of the memorial wall dedication.

Memorial Flowerbed Dedications

- n. Only one approved single line bronze plaque is permitted at a memorial flowerbed dedication, 6” in length x 4” in width mounted on a bronze stake.

Water Feature Memorial Tribute

- o. All inscriptions must be approved by the Manager before being inscribed on the water feature memorial. Every inscription will be uniformly directed by the Manager in regard to lettering size, font and occupied space. All inscriptions will be processed by the Cemetery in terms of timing of work, the City will be responsible for the installation of the inscription and fees for service will be in accordance with the Fees and Charges Bylaw.

10. INTERMENTS, DISINTERMENTS & SCATTERING OF CREMATED REMAINS

Interments

- a. **General:** Cemetery staff will perform all interments as well as the opening and closing of niches.
- b. **Notice Requirements:** The Manager shall receive at least twenty-four hours' notice for the time and date of all interments. The Manager retains the right to refuse any interment request that provides less than 24 hours' notice.
- c. **Witnessing Interments:** To ensure safe conditions are maintained at all times, families wishing to witness the closing of a grave or niche shall remain a minimum of twenty (20) feet from the open grave or niche and must stand outside the delineated worksite during the operation of equipment.
- d. **Caskets:** Remains must be delivered to the cemetery for burial in a closed casket or container. Under no circumstances will any employee of the City open or close a casket or container.
- e. **Infectious Disease:** It is legally imperative that the Cemetery be notified that a death as a result of infectious disease be pronounced to the Cemetery prior to ordering an interment. The Cemetery retains the right to safeguard against the disease by use of recognized health and safety protocols. Human remains of persons who have died from an infectious disease will not be permitted temporary storage on or within the Cemetery.
- f. **Animal Remains:** No interment of a body other than a human being will be allowed in any Cemetery. Interment or placement of animal remains shall not be permitted.
- g. **Number of Interments Permitted:** No person shall cause more than one (1) adult interment to occur in a traditional casket grave unless;
 - i. the additional interment is of cremated remains on top of an existing traditional interment; and,
 - ii. prior authorization is obtained from the Manager.
- h. **Number of Interments Permitted:** Unless otherwise specified on the document for the purchase of Interment Rights, a maximum of one (1) adult casket and/or six (6) cremated remains may be buried in a traditional casket grave.
- i. **Number of Interments Permitted:** No person shall cause more than one (1) infant/child interment to occur in an infant/child casket grave, unless in accordance with (j).
- j. **In Section E-Cremation Preferred,** the additional interment allows for one infant casket grave and up to 2 (two) cremation interments, subject to payment of fees in accordance with the Fees and Charges By-law.

- k. **Veterans Section:** Unless otherwise specified on the document for the purchase of Interment Rights, Interment Rights in the Veteran's Sections are limited to the Veteran and spouse only.
- l. **Winter Interments:** Interments may be limited by weather and soil conditions. The Cemetery Manager or designate will make determination on when and if an interment can proceed because of winter conditions. The Cemetery Manager may suspend interments in any part(s) of the cemetery for reasons of winter frost and for as long as the conditions persist.
- m. **Infant Interments:** The interment of an infant on top of an existing traditional interment is permitted when authorized by the Manager, providing the adult traditional interment took place prior to the year 1992, and the Manager determines there is sufficient burial depth for adequate soil coverage
- n. **Cremation Lots & Standard Columbarium Niches:** Unless otherwise specified on the document for the purchase of Interment Rights, no more than two (2) approved memorial urns containing cremated remains are permitted in any cremation lot or standard Columbarium Niche.
- o. **Memorial Stones:** Upon purchase of interment rights at a Memorial Stone, a maximum of two (2) approved memorial urns containing cremated remains are permitted for interment subject to payment of fees in accordance with the Fees and Charges Bylaw. Upon purchase of private scattering rights at a Memorial Stone, a maximum of two (2) scattering of cremated human remains are permitted, subject to payment of fees in accordance with the Fees and Charges Bylaw.
- p. **Pedestal Niche:** No person shall inter or cause to be interred more than four (4) approved memorial urns containing cremated remains in any Pedestal Niche.
- q. **Chapel Niche:** The maximum number of chapel niche wall interments is determined by the Manager, based on the specific cubic measurement of each niche for which Interment Rights are obtained.
- r. **Common Ground:** The interment of cremated remains in the common ground area will occur on a basis determined by the Manager. Cremated remains that have been interred in common ground may not be recoverable.
- s. **Scheduling:** No funeral will be admitted to the Cemetery and no interment will be allowed except between the hours of 9:00 in the forenoon and 3:00 in the afternoon, Monday to Saturday except where prior authorization is obtained from the Manager. All funerals, interments and scatterings shall be subject to the fees as noted in the Fees & Charges By-law.
- t. **Contract Required for Services:** No person shall inter or scatter human remains within the Cemeteries, unless a completed and proper contract for services, signed by the Interment or Scattering Rights Holder or a person authorized to act on the Holder's behalf, together with a burial permit or certificate of cremation has been delivered to the office of the Manager prior to any interment or scattering of human remains.

- u. **Vault Installation:** In some instances a burial vault may not be accommodated in a grave due to proximity of neighboring burial vaults that have altered the width of a burial lot. In these cases, at the discretion of the Manager, the City may only be able to accommodate a casket burial with no outer container.
- v. **Suspended Vaults:** No person shall install, erect, place, maintain, or allow to remain, any suspended concrete burial vaults at the Parkview Cemetery or Mount Hope Cemetery, unless prior permission is obtained from the Manager, and subject to the fees as noted in the Fees and Charges By-law.
- w. **Interment Completion:** The City shall make every effort to complete an interment on the scheduled date and time. If for any reason, the interment cannot take place as scheduled; the City may take whatever steps it deems necessary.
- x. **Right of Passage:** The City reserves the right of passage over every lot or grave for the purposes of conducting all cemetery services and related operations of the City.
- y. **Flowerbed Disturbance:** Interment Rights Holders understand that plant material may have to be removed to facilitate a burial or scattering within a lot or grave. The Cemetery will make reasonable efforts to preserve and reinstall the plant material, but does not assume any responsibility or liability in this regard.

Disinterments

- z. **General:** Cemetery staff will perform all disinterments. The City reserves the right to contract associated services to assist as required at the applicants cost.
- aa. **Non-Recoverable Status:** Cremated remains that have been interred may not be recoverable due to circumstances beyond the City's control, such as environmental degradation.
- bb. **Consent:** Disinterments will only be permitted as may be required by law, or with the written consent of the Interment Rights Holder or a person authorized to act on the Holder's behalf and as required, notification to the Medical Officer of Health.
- cc. **Witnessing Disinterment's:** Except as may be required by law, the City reserves the right to disallow any witnessing of the disinterment if it feels at its sole discretion that the health or safety of anyone present may be at risk.
- dd. **Scheduling:** Disinterments will be completed on a day and time designated by the City. Disinterments may be limited by weather and soil conditions.
- ee. **Container:** If the interment was made without a permanent type of outer case, or should that case be damaged, a new container satisfactory to the Manager must be supplied for the purpose of properly and safely transferring the remains for which additional charges to the applicant will apply.

- ff. **Cremation Disposition:** A casket uncovered from a disinterment will not be permitted to be directed to the crematorium for disposal cremation.
- gg. **Liability for Damage:** The City assumes no responsibility for any damage to any casket, container, urn, vault, or liner that occurs during the course of a disinterment.
- hh. **Infant:** Cremated remains and remains of an infant may not be recoverable.

Scattering of Cremated Remains

- ii. **Scattering Areas:** The scattering of cremated remains in any cemetery owned and operated by the City of Waterloo is permitted in the designated garden areas only in the Cremation Dedication Gardens, Section G and Section H 'The Rockery'.
- jj. **Non-Recoverable Status:** Cremated remains that have been scattered are non-recoverable.
- kk. **Winter Scattering:** The scattering of cremated remains during the winter months may be limited by weather and soil conditions. The Cemetery Manager or designate will make determination on when and if an interment can proceed because of winter conditions.
- ll. **Limitations:** Except as may be otherwise permitted by this By-law, no person shall scatter or cause to be scattered more than one (1) cremated human remains for each Scattering Right obtained.

11. COLUMBARIUM NICHES

- a. **Chapel Niche:** No person shall inter or cause to be interred any human remains in a chapel niche except if:
 - i. the interment is in accordance with the interment limitation for the niche, as set by the Manager; and,
 - ii. The urn or container, in which the human remains are contained, is of a type previously approved by the Manager.
- b. **Chapel Niche Articles:** No person shall place or cause to be placed any article in a glass front chapel niche not in keeping with the dignity and decorum of the cemetery, or not otherwise satisfactory to the City. Articles that become disheveled over time may be removed and disposed of from a niche by the Manager without notice. A charge may apply in accordance with the Fees and Charges By-law should the interment rights holder(s) wish to remove or change items or articles within a chapel niche.
- c. **Embellishments:** No person shall place, erect, install, or attach any embellishments, flowers or tokens of remembrance to any niche front. All items found to be in violation will be removed and disposed of without notice.
- d. **Columbarium Memorials:** No person shall place, erect install, maintain or allow to remain any embellishment attached to any niche front, except the following memorials;
 - i. **Columbarium Walls in the Cremation Dedication Gardens:** a Bronze Wreath Scroll, measuring 10-3/4" in length x 7-1/2" in width, light brown in finish, bearing an appropriate inscription, and attached to the granite face of the niche via the predrilled holes.
 - ii. **Section F – Columbarium Feature:** a Bronze Wreath Scroll, measuring 10-3/4" in length x 7-1/2" in width, black in finish, bearing an appropriate inscription, and attached to the granite face of the niche via the predrilled holes. A Bronze Wreath Scroll with bud vase is permitted on this niche feature at an additional cost.
 - iii. **Columbarium Feature Walls in the Cremation Dedication Gardens:** a Bronze Feature Wall Plaque, measuring 10-1/4" in length x 10-1/2" in width, open scroll, black in finish, bearing an appropriate inscription, and attached to the granite face of the niche via the predrilled holes.
 - iv. **Dome Columbariums in the Cremation Dedication Gardens:** a Bronze Wreath Scroll, measuring 10-3/4" in length x 7-1/2" in width, black in finish, bearing an appropriate inscription, and attached to the granite face of the niche via the predrilled holes.
 - v. **Pedestal Feature Niche in the Cremation Dedication Gardens:** a Bronze Plaque measuring 13" in length x 14" in width, black in finish,

bearing an appropriate inscription, and attached to the granite face of the niche via the predrilled holes.

- vi. **Memorial Arbor Niche in the Cremation Dedication Gardens:** a Bronze Memorial Arbor Plaque, measuring 10-1/4" in length x 10-1/2" in width, open scroll, black in finish, bearing an appropriate inscription, and attached to the granite face of the niche via the predrilled holes.
- e. **Pedestal Niche Memorials:** No person shall place, erect install, maintain or allow to remain any embellishment attached to any pedestal niche front, except the following memorials;
- i. a Bronze Wreath Scroll, measuring 10-3/4" in length x 7-1/2" in width, bearing an appropriate inscription, and attached to the granite face of the niche via the predrilled holes; or,
 - ii. a Bronze Plaque, measuring 10" x 10" Enduring Memories, bearing an appropriate inscription, and attached to the granite face of the niche via the predrilled holes.
 - iii. a Bronze Plaque, measuring 10-1/4" in length x 10-1/2" in width, open scroll, bearing an appropriate inscription, and attached to the granite face of the niche via the predrilled holes.
 - iv. a Bronze Plaque measuring 11-1/2" in length x 11-3/8" in width, open scroll with olive branch in design, bearing an appropriate inscription, and attached to the granite face of the niche via the predrilled holes;

12. PARKVIEW CEMETERY GREEN BURIAL SECTION

- a. **The Green Burial Site:** the Green Burial section of the Cemetery has been designed and implemented in a way that demonstrates regard for the natural state of the earth, landscape and accompanying elements. Each Green Burial Lot allows for one interment right for human remains and up to four interment rights for cremated human remains, subject to payment of fees in accordance with the Fees and Charges By-law.
- b. **The Body:** the deceased must be free from embalming solutions, pacemakers, metal or polymer implants, prosthetics and any other non-naturally occurring elements.
- c. **Grave Opening Preparation:** Graves are identified only by a numbered marker. Cemetery staff will take all reasonable precautions to open the Grave in the least disturbing manner to the surrounding environment. Graves will not be dressed with decorative cemetery greens unless a request is made for this service.
- d. **Casket or Container for Full Body Interment:** the casket, shroud or representative container specified for burial of human remains shall be;
1. Composed of sustainable and fully biodegradable fibers or materials. 2. Free of non-biodegradable resins, glues or bonding agents. 3. Composed of interior finishing fabricated from biodegradable fibers or materials. 4. Free from high gloss finish lacquers, paints or prepared surfaces that are non-biodegradable. 5. Free of any interior liner, bag or wrapping that is fabricated from a non-biodegradable material. 6. Free of any memento, article or personal belonging that is composed of non-biodegradable materials. 7. Fashioned to include a supportive bottom that is stable and strong enough to be transported and placed on a grave set-up lowering device. The supportive bottom must be similarly made from sustainable and biodegradable materials.
- e. **Container for Cremated Remains Interment:** the representative container specified for burial of cremated human remains shall be;
1. Composed of sustainable and fully biodegradable fibers or materials. 2. Free of non-biodegradable resins, glues or bonding agents. 3. Composed of interior finishing fabricated from biodegradable fibers or materials. 4. Free from high gloss finish lacquers, paints or prepared surfaces that are non-biodegradable. 5. Free of any interior liner, bag or wrapping that is fabricated from a non-biodegradable material. 6. Free of any memento, article or personal belonging that is composed of non-biodegradable material.
- f. **Containers:** in addition, interment containers said to be of primary composition of plywood, particleboard or any other non-sustainable/non-biodegradable materials are prohibited from use in the Green Burial Section at Parkview Cemetery. The Manager will have ultimate decision on approval of a casket, shroud or representative container for interment in the Green Burial Section at Parkview Cemetery.
- g. **Outer Container:** no outer containers are permitted in the Green Burial Section at Parkview Cemetery

- h. **Interment Process:** the interment will take place as a direct burial. Cemetery staff will lower the interment container into the earth by means of a standard lowering device. Earth will be either available on-site or brought graveside to complete the interment. Efforts will be made to return the same earth back into the grave as was excavated.
- i. **Cremation Interment:** Where an interment right is purchased in the Green Burial Section at Parkview Cemetery with the intent of having an interment of cremated human remains as the second burial in the grave, then the interment of the cremated human remains must not proceed until the interment right of the human remains has been transacted.
- j. **Witnessing the Interment:** the Manager may limit the number of witnesses to an interment service in the Green Burial Section due to any reason of preserving the environmental sanctity or health and safety of those persons attending the interment. All attendees will be under the supervision of Parkview Cemetery personnel during the interment proceedings.
- k. **Unrecoverable Status:** Interred human remains or cremated human remains shall be considered non-recoverable from the interment date, and the Cemetery shall have no obligation to recover the remains unless ordered by the provisions of legislation, regulation or court document. In the case of the Cemetery being ordered to recover human remains or cremated human remains, the Cemetery will hold the authorizing party accountable for all fees associated with the work performed.
- l. **Re-establishing the Burial Site:** the burial site will be allowed to naturally settle over time. The earth will be over-seeded with a recognized wildflower seed mix after the interment process is completed and thereafter with re-establishment of soil grade levels through the natural settlement process.
- m. **Memorialization:** for green burial, the practice of individual memorialization will not be permitted. A communal memorial stone that is sourced naturally will be used to establish simple inscriptions. All inscriptions must be approved by the Manager before being inscribed on the communal memorial stone. Each inscription will follow sequentially with one line provided for the name of the deceased and one line for the year of birth/death of the deceased. No emblems or design elements will be inscribed beyond the name and dates named above. Every inscription will be uniformly directed by the Manager in regard to lettering size, font and occupied space. All inscriptions will be processed by the Cemetery in terms of timing of work, establishing the contractor used to perform the work and fees for service.
- n. **Keeping a Clear Site:** no other memorials, flowers, articles or personal effects may be left behind at the Green Burial Section. Any said flowers, articles or personal effects found in the Green Burial Section may be removed and disposed of without notice. The cemetery retains the right to limit access to pedestrians or vehicles into the Green Burial Section in keeping with the environmental sensitivities within the site.

- o. **Maintenance of the site:** no formal maintenance will be performed on the Green Burial site. The wild -flower mix will not be mowed unless it is to control the invasion of non-native species. The site will be left to naturally evolve and develop with minimum disturbances. Trees and shrubs will not be planted in the defined Green Burial site. No watering or fertilizing will take place in the seeded areas. The Cemetery will have ultimate authority to manage, maintain and alter the interment areas, communal memorial stone and pathways at their sole discretion.

13. PARKVIEW MUSLIM SECTIONS

- a. **Notification:** Muslim interments require that the dedicated leadership appointee of the specific Muslim group communicate to the Manager or designate, the intent to inter at the Cemetery. The Manager shall receive at least twenty-four hours' notice for the time and date of all interments. The Manager retains the right to refuse any interment request that provides less than 24 hours' notice.
- b. **Recognition:** the Manager will work with the various Muslim cultural groups to recognize their respective cultural beliefs while maintaining necessary health and safety practices and operational capacities. Except as set out in this By-law, the decision of the Manager under this section regarding any permitted activities or memorials shall be final.
- c. **Lawn Level Memorial Lots:** interment rights ownership for lawn level memorial Lots in the Muslim sections of the Cemetery permit lawn level memorials only. No upright monument memorials are permitted on lots specified as lawn level memorial on the Cemetery sales map and sold as a lawn level memorial lot in the Muslim sections.
- d. **Upright Monument Lots:** interment rights ownership assigned for upright monument memorial lots within Muslim sections of the Cemetery permit the installation of an upright monument memorial in accordance with section 7.u, of this Bylaw. A lawn level memorial on an upright memorial lot may be provisioned in addition to the monument, in accordance with section 7.s, of this Bylaw.
- e. **Selection of Lot:** In the dedicated sections at Parkview Cemetery, upon proper notification by the Muslim group to the Manager, the next available lot will be chosen by the Manager for interment.
- f. **Regulations:** Unless otherwise specified in this By-law, or approved by the Manager, all regulations applicable to the Cemetery shall be applicable to Lots in the Muslim section.
- g. **Edging Material:** In addition to all other provisions of this By-law, the lot shall not be surrounded with any form of edging material.

Cremation interment is not permitted in Muslim Lots at the Cemetery.

14. SALE & TRANSFER OF INTERMENT & SCATTERING RIGHTS (Lots, Mausoleum Crypts and Niches)

Sale of Interment Rights

- a. The Manager will transfer forthwith to the Office of the City Treasurer all monies received from the sale of interment rights and performance of Cemetery services in accordance with the Fees & Charges By-law. In the case of a traditional or cremation interment rights purchase, for all lots, the City will set aside for care and maintenance 40% of all monies received on the sale as prescribed by the Regulation for the purpose of the care and maintenance of the said Cemeteries. In the case of a mausoleum crypt purchase, the City will set aside for care and maintenance of the Cemeteries 20% of all monies received on the sale as prescribed by the Regulation. In the case of a columbarium niche purchase, the City will set aside for care and maintenance of the Cemeteries 15% of all monies received on the sale as prescribed by the Regulation.
- b. The Manager will keep available for inspection a map showing all lots available for purchase.
- c. Upon payment in full of the purchase price of the interment right the Manager will prepare an Interment Rights Certificate – Schedule “D” and record the same in a Register kept for the purpose and will deliver the Certificate to the Interment Rights Holder.
- d. Contracts for the purchase of interment rights that are cancelled within thirty (30) days of the contract date are subject to a full refund of the amount paid providing no interment rights have been exercised on the lot.
- e. Contracts for the purchase of interment rights that are cancelled after thirty (30) days of the contract date are subject to a refund of the amount paid less the amount that has been deposited into the cemetery’s care and maintenance trust fund providing no interment rights have been exercised on the lot. Contributions to the Care and Maintenance Fund are non-refundable after the thirty (30) day period.

Re-Sale and/or Transfer of Interment Rights

- f. The Interment Rights Holder agrees that the Interment Rights may be transferred to a third party by returning the Interment Rights Certificate to the City and completing and signing the appropriate transfer documentation. The transfer will be completed and a new certificate issued upon payment of the transfer fee as per the Fees & Charges By-law.
- g. In the event the Interment Rights Holder is deceased, a copy of their Will and Certificate of Death, along with the appropriate transfer documentation shall be required in order to transfer the interment right.

- h. The Interment Rights Holder agrees that the interment rights may be sold to a third party providing no interment rights have been exercised on the lot. Interment Rights may not be subdivided.
- i. The Interment Rights Holder agrees that if the interment rights are sold to a third party, the interment rights cannot be sold for a price greater than the current Fees & Charges By-law.
- j. The Interment Rights Holder agrees that if the interment rights are sold to a third party, the Interment Rights Holder will provide to the third party purchaser:
 - i. an endorsed Interment Rights Certificate
 - ii. a copy of the current Cemetery By-laws
 - iii. a written statement that no interment rights have been exercised on the lot
 - iv. any other documentation in the Interment Rights Holder(s) possession relating to the interment rights
- k. The Interment Rights Holder agrees that if the interment rights are sold to a third party, the Interment Rights Holder will provide to the City:
 - i. the endorsed Interment Rights Certificate
 - ii. any other information required to issue a new Interment Rights Certificate
- l. Upon receipt of the endorsed Interment Rights Certificate and any other information required to confirm the sale of interment rights to a third party, the City will issue a new Interment Rights Certificate to the new Interment Rights Holder upon payment of the transfer fee as per the Fees & Charges By-law.

Sale and Transfer of Social Service Lots

- m. Purchase of interment rights ownership through social services agencies takes place between a municipal Social Services Agency and Parkview Cemetery. The Social Service Agency provides direction to Parkview Cemetery to provide the sale of a burial lot at Parkview Cemetery for burial of a deceased individual identified to Parkview Cemetery by the Social Services Agency. The Social Services Agency agrees to pay for the cemetery lot based on the Fees and Charges Bylaw. The Social Services Agency agrees that Parkview Cemetery is declared as the interment rights owner until such time the interment rights ownership may be transferred to a person that satisfies Parkview Cemetery's bylaws for interment rights ownership transfer, including payment of fees designated within the City of Waterloo Fees and Charges By-law.
- n. Upon payment in full of the transfer fees, the Manager will prepare an Interment Rights Certificate – Schedule “D” and record the same in a Register kept for the purpose and will deliver the Certificate to the Interment Rights Holder.

For as long as Parkview Cemetery remains interment rights owner to the lot, Parkview Cemetery can permit the installation of memorials at its sole and absolute discretion to any individual who presents themselves to Parkview Cemetery for the purposes of memorialization on the lot. Upon payment in full of

all fees related to the memorialization, Parkview Cemetery will install and permit to remain installed, any approved memorial, as per Parkview Cemetery bylaws. If the interment rights ownership to the lot, held by Parkview Cemetery, is transferred in the future, the new owner may request removal or alteration to any previous memorial installation on the property at their discretion within the limits of the existing cemetery bylaws. The previously installed memorial may be removed by Parkview Cemetery, at the request of the new interment rights holder. The original individual who paid for the memorial installation will be contacted as to its removal with an option to pick up the memorial. Parkview Cemetery will attempt to contact the individual based on the contact information originally provided and will not attempt further contact beyond that which was provided. The cemetery will not be responsible for storing or keeping the removed memorial for anytime beyond 1 (one) month after removal. The memorial may not be recoverable after this time. Removals will only be completed when operational conditions (weather, soil status) are favourable.

Sale of Scattering Rights

- o. The scattering of cremated remains in any cemetery owned and operated by the City of Waterloo is permitted in designated scattering grounds or private scattering ground areas only. Cremated remains that have been scattered in designated scattering grounds are typically co-mingled with other cremated remains and are non-recoverable.
- p. The Manager will transfer forthwith to the Office of the City Treasurer all monies received from the sale of scattering rights and performance of Cemetery services in accordance with the Fees & Charges By-law. Upon payment in full of the purchase price of the scattering right the Manager will prepare a Scattering Rights Certificate – Schedule “E” and record the same in a Register kept for the purpose and will deliver the Certificate to the Scattering Rights Holder.
- q. Contracts for the purchase of scattering rights that are cancelled within thirty (30) days of the contract date are subject to a full refund of the amount paid providing no scattering rights have been exercised in the scattering ground. Contracts for the purchase of scattering rights that are cancelled after thirty (30) days of the contract date are subject to a refund of the amount paid less the amount that has been deposited into the cemetery’s care and maintenance trust fund providing no scattering rights have been exercised in the scattering ground. Contributions to the Care and Maintenance Fund are non-refundable after the thirty (30) day period.

Private Scattering Rights

- r. In the case of a private scattering right purchase, the City will set aside for care and maintenance of the Cemeteries 40% of all monies received on the sale as prescribed by the Regulation.
- s. The Manager will keep available for inspection a map showing all scattering rights in a private scattering ground available for purchase.

Sale of Scattering Rights in a Common Scattering Ground

- t. In the case of a scattering rights purchase in a common scattering ground, the City will set aside for care and maintenance of the Cemeteries \$25.00 of all monies received on the sale as prescribed by the Regulation.
- u. The Manager will keep available for inspection a map showing the location of all designated common scattering grounds.

Re-Sale and/or transfer of Scattering Rights

- v. The Scattering Rights Holder agrees that the scattering rights may be transferred to a third party by returning the Scattering Rights Certificate to the City and completing and signing the appropriate transfer documentation. The transfer will be completed and a new certificate issued upon payment of the transfer fee as per the Fees & Charges By-law.
- w. In the event the Scattering Rights Holder is deceased, a copy of their Will and Certificate of Death, along with the appropriate transfer documentation shall be required in order to transfer the interment right.
- x. The Scattering Rights Holder agrees that the scattering rights may be sold to a third party providing no scattering rights have been exercised in the scattering ground. Scattering Rights may not be subdivided.
- y. The Scattering Rights Holder agrees that if the scattering rights are sold to a third party, the scattering rights cannot be sold for a price greater than the current Fees & Charges By-law.
- z. The Scattering Rights Holder agrees that if the scattering rights are sold to a third party, the Scattering Rights Holder will provide to the third party purchaser:
 - i. an endorsed Scattering Rights Certificate
 - ii. a copy of the current Cemetery By-laws
 - iii. a written statement that no scattering rights have been exercised in the in the case of a private scattering ground
 - iv. any other documentation in the Scattering Rights Holder(s) possession relating to the scattering rights
- aa. The Scattering Rights Holder agrees that if the scattering rights are sold to a third party, the Scattering Rights Holder will provide to the City:
 - i. the endorsed Scattering Rights Certificate
 - ii. any other information required to issue a new Scattering Rights Certificate
- bb. Upon receipt of the endorsed Scattering Rights Certificate and any other information required to confirm the sale of scattering rights to a third party, the City will issue a new Scattering Rights Certificate to the new Scattering Rights Holder upon payment of the transfer fee as per the Fees & Charges By-law.

15. CONTRACTOR RESPONSIBILITIES

- a. No contractor shall perform work within the Cemeteries unless:
 - i. The contractor has written pre-approval of the Interment Rights Holder and the City prior to the commencement of work;
 - ii. Work shall be conducted between 8:00 a.m. and 5:00 p.m. Monday to Saturday, with all work related clean up completed by 5:00 p.m. daily, unless alternate arrangements are authorized by the Manager prior to commencement of work;
 - iii. Planks, plywood, runners, etc. must be used at all times when driving on the turf areas to avoid causing any damage to roads and lawns within the cemeteries;
 - iv. All insurance requirements as set out in clause 15(d) are fulfilled;
 - v. All workers wear shirts with sleeves, pants, CSA approved safety boots, as well as all other safety equipment as applicable, at all times; and,
 - vi. All workers shall be competent in the operation of equipment utilized for the purpose of the contracted services.
- b. No person, except a City employee, shall carry out work or cause work to be carried out in the vicinity of a funeral or burial service at any time while it is in progress, unless direct supervision is provided by City employees.
- c. Contractors performing any work in the cemeteries must comply with all applicable legislation.
- d. Contractors shall carry adequate liability and property damage insurance with a minimum coverage of Two Million Dollars (\$2,000,000.00) and shall provide proof of insurance upon request by the Manager.
- e. The City shall be entitled to commence any actions it deems necessary to rectify any damage caused by a contractor to any lot, grave, columbarium niche, mausoleum crypt, monument, marker or any article that may be placed on a lot, grave, columbarium niche, mausoleum crypt, monument or marker or any other part of the Cemetery, and the City shall be entitled to do so at the expense of the contractor.
- f. Contractors performing work within the cemeteries are responsible for their actions, conduct, behavior and attire.

16. PENALTIES

a. Any person who contravenes any of the provisions of this by-law will be guilty of an offence and upon conviction will be subject to a fine as prescribed in the *Provincial Offences Act*, R.S.O., c.P.33, as amended.

17. By-Law No. 2017-056 and any other by-laws inconsistent with the provisions of this by-law are hereby repealed.

18. This by-law will come into force and effect on the date of its passing, subject to the approval of the Registrar, Bereavement Authority of Ontario, pursuant to the *Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, c.33, as amended* or any related Act or Regulations as amended.

19. **Enacted** this _____ day of _____, 2017.

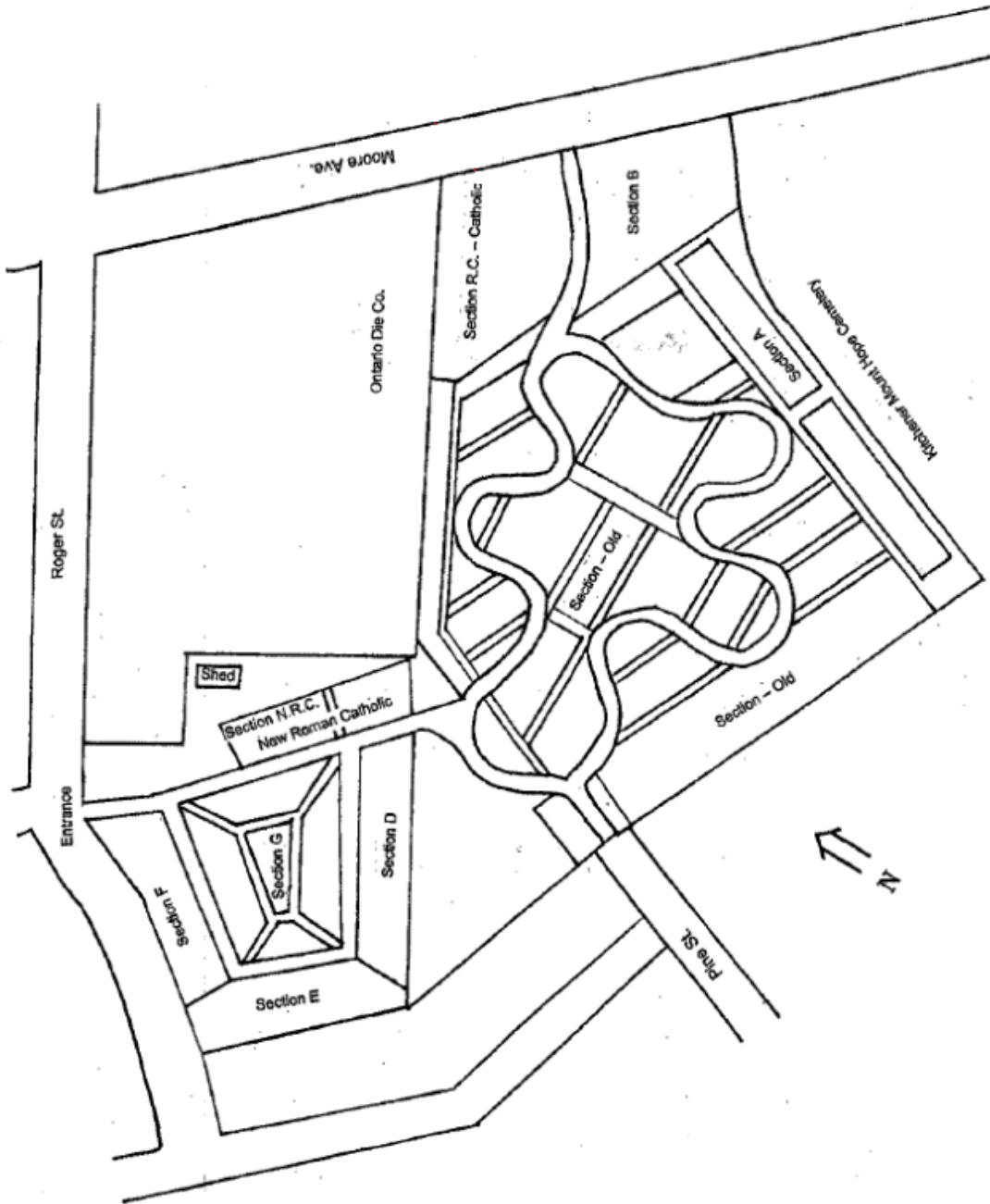
Approval	Date	Print Name	Initials
Comm. Services			
Legal			
Finance		N/A	

D. Jaworsky, Mayor

O. Smith, City Clerk

MOUNT HOPE CEMETERY MAP

MOUNT HOPE CEMETERY MAP

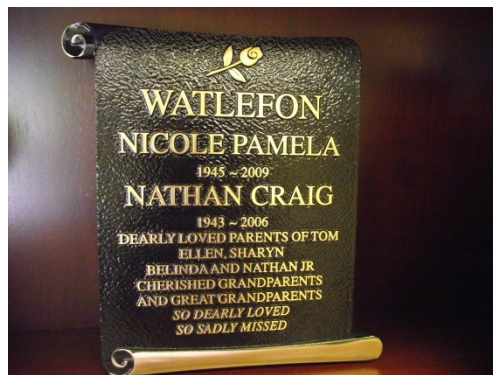


**Schedule "C" to Cemetery Services By-Law
(Reference to Section 1. Definitions)**

Definition 1.c: 10-3/4" x 7-1/2" Bronze Wreath Scroll



Definition 1.d.: 10-1/4" x 10-1/2" Bronze Feature Wall Plaque



Definition 1.e.: 10" x 10" Bronze Plaque (Enduring Memories)



Definition 1.e.: 11-1/2" x 11-3/8" Bronze Plaque (Olive Branch)



Definition 1.e.: 13" x 14" Bronze Plaque (Pedestal Feature)



**Definition 1.f.: 5" x 2" Bronze Memorial Scroll
(Garden of Memory Memorial)**



**Definition 1.f.: 5-7/8”” x 1-1/4” Bronze Veteran Memorial Scroll
(Veteran’s Section Memorial)**



Definition 1.g.: 22” x 12” Bronze Oval Plaque



**Definition 1.h.: Bronze Memorial Plaque
(Size Dependant on Location)**



Definition 1.i.: Bronze Hammered Doric Vase





Schedule "D" to Cemetery Services By-Law

CITY OF WATERLOO

PARKVIEW CEMETERY

335 UNIVERSITY AVENUE EAST, WATERLOO ON N2J 4A8

INTERMENT RIGHTS CERTIFICATE

Pursuant to the Funeral, Burial and Cremation Services Act, 2002 and Regulations and all amendments there to
Between THE CITY OF WATERLOO, a body licensed under the laws of the Province of Ontario and
having its head office at 100 Regina Street South, Waterloo, Ontario and herein after called PARKVIEW CEMETERY,

Party of the first part and _____

Name of Interment Rights Holder(s)

Herein after called party of the second part.

In consideration of the Sum of _____ Dollars (\$ _____)

Receipt of which is hereby acknowledged

And which included the Sum of _____ Dollars (\$ _____)

For Care & Maintenance which is deposited with the Trustee

PARKVIEW CEMETERY agrees to assign to the party of the second part the interment rights in PARKVIEW CEMETERY.

Interment Rights Location: _____

Dimensions or Area of Lot: _____

Interment Rights Capacity: _____

Memorialization Permitted: _____

Date of Purchase: _____

The Interment Rights Holder, by acceptance of this certificate indicates that the By-Laws governing the operation of the cemetery have been received and read, and
agrees to be guided by the said By-Laws, as well provisions of the Funeral, Burial and Cremation Services Act, 2002 as if these were included as part of this certificate.
With respect to the erection or installation of markers, the Interment Rights Holder agrees to abide by the By-Laws of the cemetery, wherein restrictions on the erection or
installation of markers are given. If a purchaser wishes to transfer or sell scattering rights, the certificate of scattering rights must be returned to the cemetery owner who
will issue a new certificate to the transferee or third party purchaser.

In WITNESS whereof the cemetery owner has affixed its signature by the hands of its proper signing officer this _____ day of _____ , _____

As per _____

Manager - City of Waterloo Cemetery Services

Interment Rights Holder(s) Endorsement of Transfer or Sale

I/we, _____, the
Interment Rights Holder(s) registered on the cemetery records hereby wish to transfer or resell the interment rights in
Parkview Cemetery _____
Interment Rights Location

I/we certify that the interment rights are being transferred without consideration, or resold, in accordance with the Funeral, Burial and Cremation Services Act, 2002, Ontario Regulation 30/11, and the Cemetery By-laws. I/we further certify that in the case of resale, the sale price of the interment rights are no greater than the value listed on the City of Waterloo Fees and Charges By-law in effect at the time the resale is completed and confirm that no interment rights have been utilized at this interment rights location. I/we hereby acknowledge and direct PARKVIEW CEMETERY to transfer the interment rights to the Transferee(s) listed in the Acknowledgement of Transferee(s) listed below.

Interment Rights Holder(s): _____ Date: _____
Signature of Interment Rights Holder(s)

Acknowledgement of Transferee(s)

I/we, _____,
acknowledge that we have received a current copy of the Cemetery By-laws from the Interment Rights Holder(s). I/we have reviewed the Cemetery By-laws and hereby agree to abide by the Cemetery By-laws and certify that I/we meet all necessary qualifications and restrictions under those By-laws. In the case of a transfer without consideration, I/we have been informed by the Interment Rights Holder(s) of the interment rights that have been utilized at this interment rights location and those that remain available.

Transferee(s): _____ Date: _____
Signature of Transferee(s)

Address: _____
City, Province, Postal Code: _____

Acknowledgement and Acceptance of Transfer or Resale

PARKVIEW CEMETERY hereby confirms that the cemetery records have been reviewed and that the above noted Interment Rights Holder(s) are registered on the cemetery records and have the authority to transfer or resell the interment rights to the Transferee(s). It is also confirmed that no monies are owed by the Interment Rights Holder(s) to PARKVIEW CEMETERY in respect to the interment rights. PARKVIEW CEMETERY hereby accepts and confirms that the resale will be recorded on the cemetery records and that a new Interment Rights Certificate will be delivered to the Transferee(s) listed in the Acknowledgement of Transferee(s) listed above.

Parkview Cemetery: _____ Date: _____
Signature of Cemetery Representative



**Schedule "D" to Cemetery Services By-Law
CITY OF WATERLOO
MOUNT HOPE CEMETERY
83 ROGER STREET, WATERLOO ON N2J 4A8
INTERMENT RIGHTS CERTIFICATE**

Pursuant to the Funeral, Burial and Cremation Services Act, 2002 and Regulations and all amendments there to
Between THE CITY OF WATERLOO, a body licensed under the laws of the Province of Ontario and
having its head office at 100 Regina Street South, Waterloo, Ontario and herein after called MOUNT HOPE CEMETERY,
Party of the first part and _____

Name of Interment Rights Holder(s)

Herein after called party of the second part.

In consideration of the Sum of _____ Dollars (\$ _____)

Receipt of which is hereby acknowledged

And which included the Sum of _____ Dollars (\$ _____)

For Care & Maintenance which is deposited with the Trustee

MOUNT HOPE CEMETERY agrees to assign to the party of the second part the interment rights in MOUNT HOPE CEMETERY.

Interment Rights Location: _____

Dimensions or Area of Lot: _____

Interment Rights Capacity: _____

Memorialization Permitted: _____

Date of Purchase: _____

The Interment Rights Holder, by acceptance of this certificate indicates that the By-Laws governing the operation of the cemetery have been received and read, and agrees to be guided by the said By-Laws, as well provisions of the Funeral, Burial and Cremation Services Act, 2002 as if these were included as part of this certificate. With respect to the erection or installation of markers, the Interment Rights Holder agrees to abide by the By-Laws of the cemetery, wherein restrictions on the erection or installation of markers are given. If a purchaser wishes to transfer or sell scattering rights, the certificate of scattering rights must be returned to the cemetery owner who will issue a new certificate to the transferee or third party purchaser.

In WITNESS whereof the cemetery owner has affixed its signature by the hands of its proper signing officer this _____ day of _____ , _____

As per _____

Manager - City of Waterloo Cemetery Services

Interment Rights Holder(s) Endorsement of Transfer or Sale

I/we, _____, the
Interment Rights Holder(s) registered on the cemetery records hereby wish to transfer or resell the interment rights in
Mount Hope Cemetery _____
Interment Rights Location

I/we certify that the interment rights are being transferred without consideration, or resold, in accordance with the Funeral, Burial and Cremation Services Act, 2002, Ontario Regulation 30/11, and the Cemetery By-laws. I/we further certify that in the case of resale, the sale price of the interment rights are no greater than the value listed on the City of Waterloo Fees and Charges By-law in effect at the time the resale is completed and confirm that no interment rights have been utilized at this interment rights location. I/we hereby acknowledge and direct MOUNT HOPE CEMETERY to transfer the interment rights to the Transferee(s) listed in the Acknowledgement of Transferee(s) listed below.

Interment Rights Holder(s): _____ Date: _____
Signature of Interment Rights Holder(s)

Acknowledgement of Transferee(s)

I/we, _____,
acknowledge that we have received a current copy of the Cemetery By-laws from the Interment Rights Holder(s). I/we have reviewed the Cemetery By-laws and hereby agree to abide by the Cemetery By-laws and certify that I/we meet all necessary qualifications and restrictions under those By-laws. In the case of a transfer without consideration, I/we have been informed by the Interment Rights Holder(s) of the interment rights that have been utilized at this interment rights location and those that remain available.

Transferee(s): _____ Date: _____
Signature of Transferee(s)

Address: _____
City, Province, Postal Code: _____

Acknowledgement and Acceptance of Transfer or Resale

MOUNT HOPE CEMETERY hereby confirms that the cemetery records have been reviewed and that the above noted Interment Rights Holder(s) are registered on the cemetery records and have the authority to transfer or resell the interment rights to the Transferee(s). It is also confirmed that no monies are owed by the Interment Rights Holder(s) to MOUNT HOPE CEMETERY in respect to the interment rights. MOUNT HOPE CEMETERY hereby accepts and confirms that the resale will be recorded on the cemetery records and that a new Interment Rights Certificate will be delivered to the Transferee(s) listed in the Acknowledgement of Transferee(s) listed above.

Mount Hope Cemetery: _____ Date: _____
Signature of Cemetery Representative



Schedule "E" to Cemetery Services By-Law

CITY OF WATERLOO

PARKVIEW CEMETERY

335 UNIVERSITY AVENUE EAST, WATERLOO ON N2J 4A8

SCATTERING RIGHTS CERTIFICATE

Pursuant to the Funeral, Burial and Cremation Services Act, 2002 and Regulations and all amendments there to
Between THE CITY OF WATERLOO, a body licensed under the laws of the Province of Ontario and
having its head office at 100 Regina Street South, Waterloo, Ontario and herein after called PARKVIEW CEMETERY,
Party of the first part and _____

Name of Scattering Rights Holder(s)

Herein after called party of the second part.

In consideration of the Sum of _____ Dollars (\$ _____)

Receipt of which is hereby acknowledged

And which included the Sum of _____ Dollars (\$ _____)

For Care & Maintenance which is deposited with the Trustee

PARKVIEW CEMETERY agrees to assign to the party of the second part the scattering rights in PARKVIEW CEMETERY.

Scattering Rights Location: _____

Dimensions or Area of Lot: _____ N/A _____

Interment Rights Capacity: _____

Memorialization Permitted: _____

Date of Purchase: _____

The Scattering Rights Holder, by acceptance of this certificate indicates that the By-Laws governing the operation of the cemetery have been received and read, and
agrees to be guided by the said By-Laws, as well provisions of the Funeral, Burial and Cremation Services Act, 2002 as if these were included as part of this certificate.
With respect to the erection or installation of markers, the Scattering Rights Holder agrees to abide by the By-Laws of the cemetery, wherein restrictions on the erection
or installation of markers are given. If a purchaser wishes to transfer or sell scattering rights, the certificate of scattering rights must be returned to the cemetery owner
who will issue a new certificate to the transferee or third party purchaser.

In WITNESS whereof the cemetery owner has affixed its signature by the hands of its proper signing officer this _____ day of _____ , _____

As per _____
Manager - City of Waterloo Cemetery Services

Scattering Rights Holder(s) Endorsement of Transfer or Sale

I/we, _____, the
Scattering Rights Holder(s) registered on the cemetery records hereby wish to transfer or resell the scattering rights in
Parkview Cemetery _____
Scattering Rights Location

I/we certify that the scattering rights are being transferred without consideration, or resold, in accordance with the Funeral, Burial and Cremation Services Act, 2002, Ontario Regulation 30/11, and the Cemetery By-laws. I/we further certify that in the case of resale, the sale price of the scattering rights are no greater than the value listed on the City of Waterloo Fees and Charges By-law in effect at the time the resale is completed and confirm that no scattering rights have been utilized at this scattering rights location. I/we hereby acknowledge and direct PARKVIEW CEMETERY to transfer the scattering rights to the Transferee(s) listed in the Acknowledgement of Transferee(s) listed below.

Scattering Rights Holder(s): _____ Date: _____
Signature of Interment Rights Holder(s)

Acknowledgement of Transferee(s)

I/we, _____,
acknowledge that we have received a current copy of the Cemetery By-laws from the Scattering Rights Holder(s). I/we have reviewed the Cemetery By-laws and hereby agree to abide by the Cemetery By-laws and certify that I/we meet all necessary qualifications and restrictions under those By-laws. In the case of a transfer without consideration, I/we have been informed by the Scattering Rights Holder(s) of the scattering rights that have been utilized at this scattering rights location and those that remain available.

Transferee(s): _____ Date: _____
Signature of Transferee(s)

Address: _____

City, Province, Postal Code: _____

Acknowledgement and Acceptance of Transfer or Resale

PARKVIEW CEMETERY hereby confirms that the cemetery records have been reviewed and that the above noted Scattering Rights Holder(s) are registered on the cemetery records and has the authority to transfer or resell the scattering rights to the Transferee(s). It is also confirmed that no monies are owed by the Scattering Rights Holder(s) to PARKVIEW CEMETERY in respect to the scattering rights. PARKVIEW CEMETERY hereby accepts and confirms that the resale will be recorded on the cemetery records and that a new Scattering Rights Certificate will be delivered to the Transferee(s) listed in the Acknowledgement of Transferee(s) listed above.

Parkview Cemetery: _____ Date: _____
Signature of Cemetery Representative



Schedule "E" to Cemetery Services By-Law

CITY OF WATERLOO

MOUNT HOPE CEMETERY

83 ROGER STREET, WATERLOO ON N2J 4A8

SCATTERING RIGHTS CERTIFICATE

Pursuant to the Funeral, Burial and Cremation Services Act, 2002 and Regulations and all amendments there to
Between THE CITY OF WATERLOO, a body licensed under the laws of the Province of Ontario and
having its head office at 100 Regina Street South, Waterloo, Ontario and herein after called MOUNT HOPE CEMETERY,
Party of the first part and _____

Name of Scattering Rights Holder(s)

Herein after called party of the second part.

In consideration of the Sum of _____ Dollars (\$ _____)

Receipt of which is hereby acknowledged

And which included the Sum of _____ Dollars (\$ _____)

For Care & Maintenance which is deposited with the Trustee

MOUNT HOPE CEMETERY agrees to assign to the party of the second part the scattering rights in MOUNT HOPE CEMETERY.

Scattering Rights Location: _____

Dimensions or Area of Lot: _____

Interment Rights Capacity: _____

Memorialization Permitted: _____

Date of Purchase: _____

The Scattering Rights Holder, by acceptance of this certificate indicates that the By-Laws governing the operation of the cemetery have been received and read, and
agrees to be guided by the said By-Laws, as well provisions of the Funeral, Burial and Cremation Services Act, 2002 as if these were included as part of this certificate.
With respect to the erection or installation of markers, the Scattering Rights Holder agrees to abide by the By-Laws of the cemetery, wherein restrictions on the erection
or installation of markers are given. If a purchaser wishes to transfer or sell scattering rights, the certificate of scattering rights must be returned to the cemetery owner
who will issue a new certificate to the transferee or third party purchaser.

In WITNESS whereof the cemetery owner has affixed its signature by the hands of its proper signing officer this _____ day of _____ , _____

As per _____

Manager - City of Waterloo Cemetery Services

Scattering Rights Holder(s) Endorsement of Transfer or Sale

I/we, _____, the
Scattering Rights Holder(s) registered on the cemetery records hereby wish to transfer or resell the scattering rights in
Mount Hope Cemetery _____
Scattering Rights Location

I/we certify that the scattering rights are being transferred without consideration, or resold, in accordance with the Funeral, Burial and Cremation Services Act, 2002, Ontario Regulation 30/11, and the Cemetery By-laws. I/we further certify that in the case of resale, the sale price of the scattering rights are no greater than the value listed on the City of Waterloo Fess and Charges By-law in effect at the time the resale is completed and confirm that no scattering rights have been utilized at this scattering rights location. I/we hereby acknowledge and direct MOUNT HOPE CEMETERY to transfer the scattering rights to the Transferee(s) listed in the Acknowledgement of Transferee(s) listed below.

Scattering Rights Holder(s): _____ Date: _____
Signature of Interment Rights Holder(s)

Acknowledgement of Transferee(s)

I/we, _____,
acknowledge that we have received a current copy of the Cemetery By-laws from the Scattering Rights Holder(s). I/we have reviewed the Cemetery By-laws and hereby agree to abide by the Cemetery By-laws and certify that I/we meet all necessary qualifications and restrictions under those By-laws. In the case of a transfer without consideration, I/we have been informed by the Scattering Rights Holder(s) of the scattering rights that have been utilized at this scattering rights location and those that remain available.

Transferee(s): _____ Date: _____
Signature of Transferee(s)

Address: _____

City, Province, Postal Code: _____

Acknowledgement and Acceptance of Transfer or Resale

MOUNT HOPE CEMETERY hereby confirms that the cemetery records have been reviewed and that the above noted Scattering Rights Holder(s) are registered on the cemetery records and have the authority to transfer or resell the scattering rights to the Transferee(s). It is also confirmed that no monies are owed by the Scattering Rights Holder(s) to MOUNT HOPE CEMETERY in respect to the scattering rights. MOUNT HOPE CEMETERY hereby accepts and confirms that the resale will be recorded on the cemetery records and that a new Scattering Rights Certificate will be delivered to the Transferee(s) listed in the Acknowledgement of Transferee(s) listed above.

Mount Hope Cemetery: _____ Date: _____
Signature of Cemetery Representative

**Schedule “F” to Cemetery Services By-Law
Areas Reserved for Special Interest Groups**

Special Areas

Cemetery	Section	Lot Numbers (All are inclusive)	Special Interest Group or Agency	Nature of the Reserved Area
Mount Hope	Veterans	1 to 42	Royal Canadian Legion	Veterans
Mount Hope	Old R.C.	1 to 294	Roman Catholic Diocese	Catholic
Mount Hope	N.R.C.	2101 to 2154 2303-2328 3101 to 3115	Roman Catholic Diocese	Catholic
Parkview	A-Veterans	1 to 35, 38 1162-2 to 1194	Royal Canadian Legion	Veterans
Parkview	D-Veteran's	1 to 35-1 1046-2 to 1083	Royal Canadian Legion	Veterans
Parkview	A	387 to 414 417 to 424	Cyprus Turkish Canadian Friendship Inc.	Muslim
Parkview	A-Jewish	39 to 110	Temple Shalom	Jewish
Parkview	B	889 to 890 1011 to 1025	Muslim Society of Waterloo & Wellington Counties	Muslim
Parkview	C	Complete	Roman Catholic Diocese	Catholic
Parkview	D-RC	1-89	Roman Catholic Diocese	Catholic
Parkview	D-Muslim	1 to 40	Muslim Society of Waterloo & Wellington Counties	Muslim
	H-Muslim	1 to 193	Muslim Society of Waterloo & Wellington Counties	Muslim

Cemetery	Section	Lot Numbers (All are inclusive)	Special Interest Group or Agency	Nature of the Reserved Area
	H-Muslim	46-111	Muslim Society of Waterloo & Wellington Counties	Muslim
	H-Muslim	200-205	Muslim Society of Waterloo & Wellington Counties	Muslim
	J-Muslim	1-212	Muslim Society of Waterloo & Wellington Counties	Muslim
Parkview	E-Islamic	1-119	Islamic Shia Ithna Asheri Jamaat of Kitchener-Waterloo	Islamic
Parkview	E-Afghan Hadeera	115-129	Afghan Community	Muslim
	H-Afghan Hadeera	112-131	Afghan Community	Muslim
	H-Afghan Hadeera	44-45	Afghan Community	Muslim
	H-Afghan Hadeera	198-199	Afghan Community	Muslim
Parkview	F	Complete	Roman Catholic Diocese	Catholic
Parkview	G	Rows 1-6	University of Waterloo	Cremation Interments
Parkview	J	Lots 169-187	Police, Fire, EMS, Veterans	Emerg Services
	K	Lots 1-18	Police, Fire, EMS, Veterans	Emerg Services
Parkview	K	Lots 1-168	Roman Catholic Diocese	Roman Catholic Dioceses

CITY OF WATERLOO CEMETERY SERVICES
335 UNIVERSITY AVENUE EAST
PO BOX 337, STATION WATERLOO
WATERLOO ON N2J 4A8
OFFICE 1.519.725.9280
TTY: 1.866.786.3941
www.waterloo.ca

Date: _____

Approved by: _____

Sales Rep. Licence No. _____
 Operator Licence No. _____ 3308029
 Cemetery Site Licence No. _____



PARKVIEW CEMETERY, CHAPEL & CREMATORIUM, MOUNT HOPE CEMETERY
SCHEDULE 'G'
AGREEMENT OF CHARGES FOR CEMETERY MEMORIAL INSTALLATIONS

It is agreed between the parties that the contract is subject to the current By-law of the City of Waterloo Cemetery Services and the Provincial Funeral, Burial and Cremation Services Act, 2002. The purchaser hereby agrees that the contract is not enforceable until signed by the Manager of Cemeteries or Designate and until payment has been received in full for the service/supply. The purchaser acknowledges that the "Conditions of Contract" on the reverse have been read and understood.

I _____ **(SIGNATURE OF APPLICANT/INTERMENT OR SCATTERING RIGHTS OWNER)**, hereby accept full responsibility for all cemetery charges incurred as described on this contract and authorize/order the installation of said supply/service outlined herein. All memorials and other cemetery supplies must conform to the By-Laws of the City of Waterloo.

APPLICANT/RIGHTS OWNER: Name: Address: City/Province: Postal Code: Telephone: Email:	MEMORIAL COMPANY: Name: Address: City/Province: Postal Code: Telephone: Email:
---	---

SIGNATURE OF MEMORIAL COMPANY REPRESENTATIVE:

DESIGN OF MEMORIAL & DIMENSIONS:

FOUNDATION INSTALLATION	Cemetery: Lot Location: Foundation Base Size: Length Width:	\$
LAWN LEVEL MEMORIAL INSTALLATION	Cemetery: Lot Location: Lawn Level Memorial Size: Length: Width:	\$
FLOWER VASE INSTALLATION	Cemetery: Lot Location: Vase Type:	\$

	Vase To Be Centered On Lot: (If yes, please note reverse side of contract)	<input type="checkbox"/> Yes <input type="checkbox"/> No	
MISCELLANEOUS PRODUCTS/SERVICES			\$
MEMORIAL CARE AND MAINTENANCE FEE	Please Note Reverse Side of Contract for Details		\$
<input type="checkbox"/> Cash <input type="checkbox"/> Cheque <input type="checkbox"/> Credit/Debit <input type="checkbox"/> Invoice Applicant		Sub-Total	\$
<input type="checkbox"/> Invoice Funeral Home <input type="checkbox"/> Social Services Auth. No.:		H.S.T.	\$
<input type="checkbox"/> Payment Plan and Details:			
PLEASE MAKE CHEQUES PAYABLE TO THE CITY OF WATERLOO INTEREST IN THE AMOUNT OF 1.25% PER MONTH WILL BE CHARGED ON ALL ACCOUNTS PAST 30 DAYS NOTIFICATION OF INSTALLATION WILL FOLLOW		TOTAL	\$

WHITE - CEMETERY SERVICES YELLOW - CEMETERY SERVICES PINK - CUSTOMER COPY

No. 00000

CONDITIONS OF CONTRACT: The purchaser acknowledges and agrees with the City of Waterloo as follows:

MEMORIAL REQUIREMENTS: All memorials shall conform to the requirements of the current by-law of the City of Waterloo for Parkview and Mount Hope Cemeteries.

PAYMENT IN ADVANCE OF INSTALLATION: No memorial or memorial foundation will be installed until all outstanding Lot charges are paid nor until the charges for the installation of said memorial or memorial foundation plus the Care & Maintenance Fund contribution have been paid.

MEMORIAL CARE AND MAINTENANCE FUND CONTRIBUTIONS: Contributions to the Care and Maintenance Fund related to memorial installations are:

- i. For a lawn level memorial less than 173 square inches: \$0.00
- ii. For a lawn level memorial greater than 173 square inches: \$50.00
- iii. For an upright memorial up to 4 feet in height or length: \$100.00
- iv. For an upright memorial greater than 4 feet in height or length: \$200.00

CEMETERY SERVICES FLOWER VASE INSTALLATIONS: When installing flower vases on traditional interment Lots within Parkview and Mount Hope Cemeteries, Cemetery Services will locate the flower vases on the Grave space that is occupied. By doing so, Cemetery Services hopes to eliminate any chances of damaging these vases while performing winter Grave openings. When it is possible to center the flower vases on these Lots, staff will make the necessary changes at no additional cost. If centering the flower vase is desirable at this time, even though there is a possibility of damaging such vase with future Grave openings, please check the appropriate area at the front of the contract. The City assumes no liability or responsibility for the loss of, or damage to any flower vase during winter Grave opening activities.

CONTRACTOR (MEMORIAL COMPANY) RESPONSIBILITIES:

The Applicant/Rights Holder agrees that no contractor shall perform work within the Cemeteries unless:

- i. The Contractor has written pre-approval of the Interment Rights Holder and the City prior to the commencement of work;
- ii. Work is conducted between 8:00 a.m. and 5:00 p.m. Monday to Saturday, with all work related clean up completed by 5:00 p.m. daily, unless alternate arrangements are authorized by the Manager prior to commencement of work;
- iii. Planks, plywood, runners, etc. must be used at all times when driving on the turf areas to avoid causing any damage to roads and lawns within the cemeteries;
- iv. All insurance requirements are fulfilled;
- v. All workers wear shirts with sleeves, pants, CSA approved safety boots, as well as all other safety equipment as applicable, at all times; and,
- vi. All workers shall be competent in the operation of equipment utilized for the purpose of the contracted services.

No person, save a City employee, shall carry out work or cause work to be carried out in the vicinity of a funeral or burial service at any time while it is in progress. Contractors performing any work in the cemeteries must comply with all applicable legislation. Contractors shall carry adequate liability and property damage insurance with a minimum coverage of Two Million Dollars (\$2,000,000.00) and shall provide proof of insurance upon request by the Manager. The City shall be entitled to commence any actions it deems necessary to rectify any damage caused by a Contractor to any Lot, Grave, Columbarium niche, mausoleum crypt, monument, marker or any article that may be placed on a Lot, Grave, Columbarium niche, mausoleum crypt, monument or marker or any other part of the Cemetery, and the City shall be entitled to do so at the expense of the Contractor. Contractors performing work within the cemeteries are responsible for their actions, conduct, behavior and attire.

SUBSTITUTION: The City will make reasonable efforts to obtain and provide the supplies/services agreed to in this contract. If the purchaser and the City agree, The City may substitute a supply/service which would be of comparable quality and value, and similar in style, design and/or construction, should the original supply/service not be available. The substitution will be made at no increase in price. If the City is unable to provide a supply/service, the City will provide a refund of the sum of the amount paid for the supply/service and any income earned on the amount paid.

WARRANTIES: Unless otherwise noted on the contract there is no product or service guarantees. The City assumes no liability or responsibility for the loss of, or damage to any Lot, Grave, Columbarium niche, mausoleum crypt, monument, marker or any article that may be placed on a Lot, Grave, Columbarium niche, mausoleum crypt, monument or marker.

USE & DISCLOSURE OF PERSONAL INFORMATION: To the extent that the foregoing information constitutes personal information as defined in the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, Chapter M.56, as amended, the information is subject to the provisions of that Act and will be used for the purposes indicated or implied by this form. Questions about the collection of personal information should be directed to, City Clerk, Waterloo City Centre, 100 Regina Street South, PO Box 337, Station Waterloo, Waterloo, ON N2J 4A8 – Telephone (519) 886-1550.

OTHER CONDITIONS OF CONTRACT: The purchaser has received a copy of the Consumer Information Guide, Cemetery By-laws and the Cemetery Services price list reflected in the most current Fees and Charges By-law. The contract is not enforceable until completed in full, signed by the applicant/Lot owner, and signed by the Manager of Cemeteries or Designate. The applicant/interment rights holder declares that he/she is legally authorized to make, or charged with the responsibility for, the arrangements in this contract. This agreement and any amendments or other communications contemplated thereby may be transmitted by means of electronic systems, in which case signatures can be deemed to be original.

CITY OF WATERLOO CEMETERY SERVICES
335 UNIVERSITY AVENUE EAST
PO BOX 337, STATION WATERLOO
WATERLOO ON N2J 4A8
OFFICE 1.519.725.9280
TTY: 1.866.786.3941
www.waterloo.ca

Approved by: _____

Sales Rep. Licence No. _____
 Operator Licence No. _____
 Cemetery Site Licence No. _____



PARKVIEW CEMETERY, CHAPEL & CREMATORIUM, MOUNT HOPE CEMETERY
SCHEDULE 'G' - SCHEDULE 'H'
AGREEMENT OF CHARGES FOR CEMETERY AND CREMATION SERVICES

It is agreed between the parties that the contract is subject to the current By-laws of the City of Waterloo Cemetery Services and Parkview Crematorium, and the Provincial Funeral, Burial and Cremation Services Act, 2002. The purchaser hereby agrees that the contract is not enforceable until signed by the Manager of Cemeteries or Designate and until payment has been received in full for the service/supply. The purchaser acknowledges that the "Conditions of Contract" on the reverse have been read and understood.

I _____ **(SIGNATURE OF APPLICANT/INTERMENT OR SCATTERING RIGHTS OWNER)**, hereby accept full responsibility for all cemetery charges incurred as described on this contract and authorize/order the said supply/service outlined herein. All memorials and other cemetery supplies must conform to the By-Laws of the City of Waterloo.

APPLICANT/RIGHTS OWNER: Name: Address: City/Province: Postal Code: Telephone/Email:	RIGHTS CERTIFICATE OR PREPAID RECEIPT TO: Name: Address: City/Province: Postal Code: Date(s) of Birth: Telephone/Email:
HOME:	DIRECTOR:

INTERMENT OR SCATTERING RIGHTS PURCHASE	Lot Location: Dimensions or Area of Lot: Memorialization Permitted: # Interments/Scatterings Permitted: Limitations or Restrictions: Repurchase Price of this Property is: \$ Care & Maintenance Amount is: \$	
GRAVE/NICHE OPENING OR SCATTERING SERVICES	Cemetery: Lot Location: Deceased: Service Information:	
PREPAID GRAVE/NICHE OPENING OR SCATTERING SERVICES	Cemetery: Lot Location: For:	
CREMATION SERVICES	Deceased:	
PREPAID CREMATION	For:	

SERVICES		
MEMORIAL PURCHASE	Design:	
MEMORIAL INSTALLATION	Cemetery: Lot Location: Type of Memorial:	
MEMORIAL CARE AND MAINTENANCE FEE	Please Note Reverse Side of Contract for Details	
MISCELLANEOUS PRODUCTS/SERVICES		
<input type="checkbox"/> Cash <input type="checkbox"/> Cheque <input type="checkbox"/> Credit/Debit <input type="checkbox"/> Invoice Applicant <input type="checkbox"/> Invoice Funeral Home <input type="checkbox"/> Social Services Auth. No.: <input type="checkbox"/> Payment Plan and Details:		
PLEASE MAKE CHEQUES PAYABLE TO THE CITY OF WATERLOO INTEREST IN THE AMOUNT OF 1.25% PER MONTH WILL BE CHARGED ON ALL ACCOUNTS PAST 30 DAYS		

WHITE - CEMETERY SERVICES YELLOW - CEMETERY SERVICES PINK - CUSTOMER COPY

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CONDITIONS OF CONTRACT: The purchaser acknowledges and agrees with the City of Waterloo as follows:

DELIVERY OF CERTIFICATE OF INTERMENT OR SCATTERING RIGHTS: Upon payment in full of the purchase price of a Right the Manager will prepare a Rights Certificate and record the same in a Register kept for the purpose and will deliver the Certificate to the Rights Holder. Payment under contract shall be applied first to the purchase of Rights before being applied to the purchase of any other supplies or services under contract. The purchaser has the right to cancel the Rights within the 30-day period after the contract has been entered into providing that any said Right has not been exercised. The purchaser's right to cancel the Rights survives the 30-day period providing any said Rights have not been exercised but the purchaser forfeits any refund of Care and Maintenance Fund contribution related the Rights sale.

EXERCISING OF INTERMENT OR SCATTERING RIGHTS: No interment or scattering of human remains will occur unless a completed and proper contract for services, signed by the Interment or Scattering Rights Holder or a person authorized to act on the Holder's behalf, together with a burial permit or certificate of cremation is delivered to the office of the Manager prior to any interment or scattering of human remains.

BY-LAWS: The purchaser has received and will abide by the By-laws established to govern the cemetery in which the interment rights or scattering rights have been granted. All memorials shall conform to the requirements of the current by-law of the City of Waterloo for Parkview and Mount Hope Cemeteries.

INTERMENT AND SCATTERING RIGHTS CARE AND MAINTENANCE FUND CONTRIBUTIONS: Contribution to the Care and Maintenance Fund related to interment and scattering rights purchases are: i. for a Lot purchase the contribution will be 40 percent of purchase price, ii. for a private scattering right purchase the contribution will be 40 percent of purchase price, iii. for a crypt purchase: the contribution will be 20 percent of purchase price, iv. for a niche purchase the contribution will be 15 percent of purchase price, and v. for a scattering service purchase in a common scattering ground the contribution will be \$25.00

RE-SALE AND/OR TRANSFER OF INTERMENT RIGHTS OR SCATTERING RIGHTS: The Rights Holder agrees that the Rights may be transferred to a third party by returning the Rights Certificate to the City and completing and signing the appropriate transfer documentation. The transfer will be completed and a new certificate issued upon payment of the transfer fee as per the most current Fees and Charges By-law. The Rights Holder agrees that the Rights may be sold to a third party providing no Rights have been exercised on the Lot. Rights may not be subdivided. The Rights Holder agrees that if the Rights are sold to a third party, Rights cannot be sold for a price greater than the most current Fees and Charges By-law. The Rights Holder agrees that if the Rights are sold to a third party, the Rights Holder will provide to the third party purchaser an endorsed Rights Certificate, a copy of the current Cemetery By-laws, a written statement that no rights have been exercised on the Lot and any other documentation in the Rights Holder(s) possession relating to the Rights. The Rights Holder agrees that if the Rights are sold to a third party, the Rights Holder will provide to the City the endorsed Rights Certificate and any other information required to issue a new Rights Certificate. Upon receipt of the endorsed Rights Certificate and any other information required to confirm the sale of Rights to a third party, the City will issue a new Rights Certificate to the new Rights Holder upon payment of the transfer fee as per the most current Fees and Charges By-law.

PAYMENT IN ADVANCE OF MEMORIAL INSTALLATION: No memorial or memorial foundation will be installed until all outstanding Lot charges are paid nor until the charges for the installation of said memorial or memorial foundation plus the Care & Maintenance Fund contribution have been paid.

MEMORIAL CARE AND MAINTENANCE FUND CONTRIBUTIONS: Contributions to the Care and Maintenance Fund related to memorial installations are: i. for a lawn level memorial less than 173 square inches the contribution will be \$0.00, ii. for a lawn level memorial greater than 173 square inches the contribution will be \$50.00, iii. for an upright memorial up to 4 feet in height or length the contribution will be \$100.00, and iv. for an upright memorial greater than 4 feet in height or length the contribution will be \$200.00.

CEMETERY SERVICES FLOWER VASE INSTALLATIONS: When installing flower vases on traditional interment Lots Cemetery Services will locate the flower vases on the Grave space that is occupied. By doing so, Cemetery Services hopes to eliminate any chances of damaging these vases while performing winter Grave openings. The purchaser may waive this option by noting same on contract and does so at their own risk. The City assumes no liability or responsibility for the loss of, or damage to any flower vase during winter Grave opening activities.

CONDITIONS OF A CREMATION SERVICES CONTRACT: No cremation will occur unless a completed and proper contract for services and application for cremation, signed by a person authorized to act, together with a burial permit and coroners certificate, has been delivered to the office of the Manager prior to the cremation. Dead bodies cannot be cremated if there is a pacemaker or radioactive implant in the body, or if the body is in a container made of or containing non-flammable or hazardous material or chlorinated or fibre-reinforced plastic. The _____ will receive a payment of \$_____ from the City for contract administration services provided.

CONDITIONS OF A PRENEED SUPPLIES/SERVICES CONTRACT: The purchaser has the right to cancel the contract within the 30-day period after the contract has been entered into providing the said supply/service has not been provided. The owner shall not provide the supply/service until the expiry of the 30-day period immediately following the day the contract is made unless authorized by the purchaser. The purchaser's right to cancel survives the 30-day period until such time as the owner has provided the supply/service. The purchaser agrees to pay a service fee if the right to cancel is exercised more than 30 days after the contract is made. Such service fee is the lesser of 10% of the amount paid by the purchaser for the supply/service together with any income earned by the owner on the 10% since the purchase was made to a maximum of \$350.00. The purchaser has the right to request an annual statement setting out the current value of the monies held in trust and the name of the trustee

related to the prepaid supply/service. The purchaser, upon completion of the contract, will receive any amount held in trust in excess of all amounts payable to the owner, the fees related to the supply/services based on the most current Fees and Charges By-law.

SUBSTITUTION: The City will make reasonable efforts to obtain and provide the supplies/services agreed to in this contract. If the purchaser and the City agree, the City may substitute a supply/service which would be of comparable quality and value, and similar in style, design and/or construction, should the original supply/service not be available. The substitution will be made at no increase in price. If the City is unable to provide a supply/service, the City will provide a refund of the sum of the amount paid for the supply/service and any income earned on the amount paid.

WARRANTIES: Unless otherwise noted on the contract there is no product or service guarantees. The City assumes no liability or responsibility for the loss of, or damage to any Lot, Grave, Columbarium niche, mausoleum crypt, monument, marker or any article that may be placed on a Lot, Grave, Columbarium niche, mausoleum crypt, monument or marker.

USE & DISCLOSURE OF PERSONAL INFORMATION: To the extent that the foregoing information constitutes personal information as defined in the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, Chapter M.56, as amended, the information is subject to the provisions of that Act and will be used for the purposes indicated or implied by this form. Questions about the collection of personal information should be directed to, City Clerk, Waterloo City Centre, 100 Regina Street South, PO Box 337, Station Waterloo, Waterloo, ON N2J 4A8, Telephone (519) 886-1550.

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