



POLICY & PROCEDURE

SECTION: COMMUNITY SERVICES

NO: CS-CE-02

REFERENCE:
CEMETERY MONUMENT/ MARKER
INSTALLATION/REMOVAL

Date:
June 26, 2024

Review Date:
June 2026

TITLE: CEMETERY MONUMENT/MARKER
INSTALLATION/REMOVAL

PURPOSE:

- 1.1 The purpose of establishing this policy is to provide guidelines for the installation and removal of monuments and markers at the Dryden Cemetery.
- 1.2 It shall be the policy of the City of Dryden that the installation and removal of all monuments and markers be performed only by monument dealers who have obtained written permission from the Records and Legislative Coordinator or designate and who have agreed to abide by the City of Dryden procedures for monument and marker installation and removal.

PROCEDURES:

- 2.1 All monument dealers must carry a minimum Two Million Dollars (\$2,000,000.00) liability insurance policy. Proof of insurance shall be forwarded to the Records and Legislative Coordinator annually.
- 2.2 All monument dealers shall comply with the City of Dryden's Contractor Safety Policy and Procedure and as such shall annually complete the Contractor Health and Safety Responsibility Agreement.

- 2.3 All monument dealers must possess valid City of Dryden Commercial Retail Business Licenses or valid City of Dryden Hawker and Peddler Licenses.
- 2.4 All monument dealers and the monuments and markers they install and/or remove in the Dryden Cemetery must be in compliance with the Dryden Cemetery By-law.
- 2.5 Monuments and markers shall only be installed or removed between the hours of 9:00 a.m. and 4:00 p.m. (local time) Monday to Friday from May 16 to November 1 (weather permitting). No monuments/markers shall be installed or removed on weekends or holidays recognized by the City of Dryden, unless special permission has been obtained from the Records and Legislative Coordinator.
- 2.6 Permission for the installation or removal of each monument or marker must be obtained through an email request to the Records and Legislative Coordinator.
- 2.7 The provincially legislated Monument and Marker Care and Maintenance must be paid prior to the installation of any monument or marker in the Dryden Cemetery.
- 2.8 Electronic photographs of all monuments and markers to be placed at the Dryden Cemetery shall be forwarded to the Cemetery Coordinator.
- 2.9 For all monuments to be placed in areas of the cemetery where no headstone foundation exists:
 - (a) foundations shall be constructed of granite or of 2000 pounds per square inch of concrete;
 - (b) the dimensions of the foundations shall not be less than the size of the base of the monument plus an additional 4 inches on each side of the monument base; and,
 - (c) the foundation depth shall be 3 inches for granite and 4 inches for concrete.

History			
Approval Date:	August 15, 2011	Approved by:	By-law 3907-2011
Amendment Date:	August 5, 2014	Approved by:	CAO June 2024
Amendment Date:	August 3, 2016	Approved by:	CAO
Amendment Date:	June 29, 2018	Approved by:	CAO
Amendment Date:	May 26, 2020	Approved by:	CAO
Amendment Date:	June 2024	Approved by:	CAO

This procedure is subject to any specific provisions of the Municipal Act, or other relevant legislation or Union Agreement.

CORPORATION OF THE CITY OF DRYDEN
CONTRACTOR HEALTH and SAFETY RESPONSIBILITY AGREEMENT

THIS AGREEMENT made the _____ day of _____, 20____, between
- (the "Contractor"), having an office
at _____ and THE CITY OF DRYDEN (the "Corporation").
IN CONSIDERATION of the sum of two (\$2.00) dollars paid by each of the
parties to the other (the receipt of which is acknowledged by each party) the
parties covenant and agree as follows:

1. The Contractor shall employ only orderly, trained, competent and skillful people to do the work and the Contractor's employees shall be fully covered under the Workplace Safety and Insurance Act by the Contractor and shall provide an up-to-date Clearance Certificate from the Workplace Safety and Insurance Board. All subcontractors must be approved in writing by the Corporation before commencing any work and the Contractor is responsible for ensuring that their employees comply with the terms of this Agreement.
2. The Contractor acknowledges and accepts all risk arising or pertaining to the ownership, possession, use or operation of its equipment in completing its services, whether in whole or in part, whether directly or indirectly, by an act or omission or negligence of the Contractor, or for those whom it is in law responsible.
3. The Contractor shall indemnify and save harmless the Corporation from any and all claims, demands, actions, losses or property damage arising directly or indirectly from the ownership, possession, use or operation of its equipment in completing its services, whether in whole or in part, whether directly or indirectly, by an act or omission or negligence of the Contractor, or for those whom it is in law responsible. Contractor shall protect and hold Corporation harmless and shall pay all costs, expenses and reasonable legal fees incurred or paid by Corporation in connection with such litigation. The indemnities contained in this Agreement shall not be prejudiced by and shall survive the termination of this Agreement.

4. The Contractor shall, during any time in which it is providing services to the Corporation, take out and keep in full force and effect property damage and public liability insurance in which the limits of public liability and property liability shall not be less than two million (\$2,000,000) dollars per occurrence, the whole at the Contractor's sole cost and expense. All policies shall be written with insurance companies qualified to do business in the Province of Ontario and shall name the Corporation as an additional insured and a certificate acknowledging same must be provided to the Corporation.
- 5. The Contractor shall abide by and shall ensure that each of the Contractor's employees and sub-contractor's employees (if applicable) abide by the Corporation's Health and Safety rules and regulations. The Contractor will also be able and willing at such times as recommended by the Corporation to provide additional precautions as deemed necessary by the Corporation for safe-guarding employees and equipment. The Contractor further acknowledges and agrees that any violation of Safety rules or regulations is justification for the immediate termination of its Contract with the Corporation, without any further obligation on the part of the Corporation.**
6. The Contractor shall, at its own expense, obtain and maintain in good standing all permits and licenses required by any authorities having jurisdiction over the business of the Contractor. The Contractor shall also comply with all federal, provincial and municipal governmental laws and regulations which are applicable to its business, and in particular, those affecting health and safety, workers' compensation and environmental matters.
7. This Agreement shall be constructed and enforced in accordance with the laws of the Province of Ontario and the parties agree to attorn to the jurisdiction of the Courts of that Province.
8. This Agreement embodies the entire agreement of the parties with regard to the matter herein, and no other agreement shall be deemed to exist, except as entered into in writing by both parties to this Agreement.

9. The Contractor shall not assign this Agreement or any part of it and may not employ or retain anyone as a subcontractor or otherwise, to perform any part of its obligations under this Agreement without the prior written consent of the Corporation.

10. No contracted work orders will be granted by the Corporation unless this Agreement terms and conditions are fully accepted and agreed upon by the parties to the satisfaction of the Corporation.

Accepted this _____ day of _____ 20__.

CONTRACTOR

CORPORATION

by: _____
(authorized signing officer)

by: _____

Print Name:

Print Name:

Print Title:

Print Title:

Witness: _____