

St. James Cemetery & Chapel

(Anglican)

Brooke Township

7991 Churchill Line, Watford, Ontario



Cemetery By-Laws

Approved April 17, 2024

ST. JAMES CEMETERY AND CHAPEL

BY-LAWS

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It is in the interest of all Interment Rights Holders that the Board strives to administer the Cemetery under By-Laws. These By-Laws are subject to amendment from time to time as the Board may deem necessary.

SECTION 1: INTRODUCTION

These by-laws are the rules and regulations that govern the St. James Cemetery and Chapel and have been approved by the Registrar, *Funeral, Burial and Cremation Services Act, 2002* (FBCSA), Bereavement Authority of Ontario (BAO).

In matters regarding St. James Cemetery and Chapel, the St. James Cemetery and Chapel Board acts on behalf of Trinity Church, Watford who act for The Incorporated Synod of the Diocese of Huron.

The St. James Cemetery and Chapel Board is responsible for the ongoing business of St. James Cemetery and Chapel and for ensuring that the cemetery is operated according to the Funeral, Burial and Cremation Services Act, 2002 (FBCSA). The Board may undertake any matters relating to the administration of the cemetery and subject to the approval of the Bereavement Authority of Ontario. It may enact by-laws, rules, regulations, pass any by-law regarding the sale of lots, the setting of the price list, the maintenance of lots, the erection of monuments or markers, and the building of foundations for monuments or markers. Where a determination or judgment is required, or is implied, under these By-Laws it shall be at the sole discretion of the Board and in accordance with the FBCSA.

The Cemetery Administrator of the Board is the authorized agent of the Board. This person holds a prescribed licence and acts on behalf of the St. James Cemetery and Chapel Board. The Cemetery Administrator, or his/her designate, is authorized to sell lots, to provide valid receipts for cemetery dues, ensure that all records relating to the cemetery are correct, and generally and without limiting the foregoing; to attend to the business of the Board, including but not limited to authorizing the digging of lots, the erection of monuments, repairs thereto.

The St. James Cemetery and Chapel Board maintains a public register. It is available to the public during office hours by contacting Trinity Church, Watford at 519-876-3824 or the Cemetery Administrator by email st.jamesbrooke79@gmail.com or by phone 519-847-5180.

SECTION 2: DEFINITIONS

In these By-laws:

- (a) "Board" means the St. James Cemetery and Chapel Board.
- (b) "Burial" (also known as Interment) is the opening and closing of an in-ground lot or plot for the disposition of human remains or cremated human remains.
- (c) "By-laws" means the rules and regulations under which the Cemetery is operated.
- (d) "Cemetery" means land that has been established as a cemetery under a (government) Act and recognized by the registrar as a cemetery and as land that has been set aside for the

interment of human remains. In these by-laws it refers to St. James Cemetery and Chapel located at 7991 Churchill Line, Brooke Township, Watford, Ontario.

- (e) "Care and Maintenance Fund" it is a requirement under the FBSCA and O. Reg. 30/11 and 184/12 that a prescribed amount or a percentage of the purchase price (excluding taxes) of all interment rights sold, transferred, assigned or permitted; and prescribed amounts for monuments and markers, is contributed into the Care and Maintenance Fund. Interest earned from this fund is used to provide care and maintenance of lots, plots, markers and monuments at the cemetery. Contributions into the fund are not refundable except when interment rights are cancelled within the 30-day cooling off period.
- (f) "Chapel" means the former Church of St. James, Brooke Township.
- (g) "Contract" means a written agreement for the sale by the Board of interment rights or cemetery supplies or services. For purposes of these By-laws, all purchases of interment or scattering rights, or other cemetery supplies and services must receive a copy of the contract they and the cemetery operator have signed detailing the obligations of both parties, and acknowledging receipt and acceptance of the cemetery By-laws, a copy of the Consumer Information Guide and the Price List.
- (h) "Corner posts" means any stone or land marker set flush with the surface of the ground and used to indicate the location of a lot.
- (i) "Interment rights" the right to require or direct the interment of human remains or cremated human remains in a lot, and to authorize the installation of a monument or marker.
- (j) "Interment Rights Certificate" is the document issued by the Cemetery to the purchaser, once the interment rights have been paid in full, identifying the ownership and authority of the interment rights.
- (k) "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 or such other person to whom the interment rights have been assigned.
- (l) "Lot" (also known as a grave) means an area of land in a cemetery containing or set aside to contain interred human remains.
- (m) "Marker" means any monument, tombstone, plaque, headstone, cornerstone or other structure or ornament affixed to or intended to be affixed to a burial lot intended for the deposit of human remains.
- (n) "Monument" means any permanent memorial projecting above the ground level.
- (o) "Ornamentation" means decorations not purchased with the lot and shall include, but not be limited to, the following: vases, urns, flower stands, holders or other receptacles for flowers, plus artificial and live flowers and arrangements.

- (p) "Plot" means two or more lots in which rights to inter have been sold as a unit.
- (q) "Price list" means the list of prices of the licensed supplies and services that are provided by the cemetery in accordance with the regulations in the Act.
- (r) "Sexton Memorial Garden" means that area of the Cemetery set aside solely for the interment of cremated human remains.

SECTION 3: GENERAL ADMINISTRATION

1. The Board reserves full control over the cemetery operations and management of the land, buildings, planting, roads, utilities, books and records of the Cemetery and complete authority to administer these by-laws.
2. The Board will not be held liable for any injury, loss or damage, without limitations (including damage by the elements, Acts of God, or vandals) to any lot, plot, monument, marker or other article that has been placed in relation to an interment right save and except for direct loss or damage caused by gross negligence of the Cemetery.
3. The Board shall not be responsible for acts of violence committed in the cemetery nor for damages caused to a lot(s) by persons, animals or climatic phenomenon.
4. No work shall be performed by person(s) not employed by the Board, unless under the direction and/or supervision of an agent or employee of the Board.
5. All fees are due upon receipt of statement.
6. Interest at a rate to be determined by the Board from time to time will be charged on all amounts 30 days or more past due. At the discretion of the Board, all amounts 90 days or more past due may be referred to the Small Claims Court for recovery.
7. The Cemetery has the right at any time to re-survey, enlarge, diminish, re-plot, change or remove plantings, grade, close pathways or roads, alter in shape or size, or otherwise change all or any part of the cemetery, subject to approval of the appropriate authorities.
8. The Board may restrict access to cemetery grounds and vehicular traffic due to road or ground conditions, climate or any other reason the Board in its sole discretion may deem appropriate.
9. No gratuities shall at any time be given to any officer or employee, nor shall any reward be given for personal service or attention. An officer or employee who violates this regulation by accepting gratuity or reward is subject to dismissal.

10. Interment Rights Holder shall notify the Cemetery Administrator about any change of his/her address, including email address. Notice sent to the Interment Rights Holder at the last address according to the Cemetery's record shall be deemed to have been received by him/her when in the ordinary course of post, it would have reached him/her at the address in the Cemetery's records.
11. All complaints with respect to the operation of the cemetery should be made in writing to the Cemetery Administrator of the Board by email at st.jamesbrooke79@gmail.com.
12. By-law Amendments: The cemetery shall be governed by these By-laws, and all procedures will comply with the FBCSA and O. Reg. 30/11 and 18/12, which may be amended periodically. All By-law amendments must be:
 - a. Published once in a newspaper with general circulation in the locality in which the cemetery is located;
 - b. Conspicuously posted on a sign (for 4 weeks) at the cemetery entrance; and
 - c. Delivered to each supplier of markers who has delivered a marker to the cemetery during the previous twelve-month period.
 - d. All By-laws and by-law amendments are subject to the approval of the Register, FBCSA and BAO.

SECTION 4: RULES FOR VISITORS

1. Visitors are welcome at the Cemetery during the hours of 8:00 a.m. and sundown. Proper respect due to the deceased is expected at all times.
2. All visitors shall conduct themselves in a quiet manner that shall not disturb any service being held in the cemetery.
3. Any person disturbing the quiet and good order of the cemetery by noise or other improper conduct or who violates these by-laws will be expelled from the cemetery grounds.
4. Children under the age of twelve years are to be accompanied by an adult who shall be responsible for the conduct of the child.
5. Dogs, cats, and other pets are not permitted on cemetery property with the exception of Guide dogs accompanied by and to assist their owner.
6. No person may damage, destroy, remove or deface any property within the cemetery. Any person who damages or moves any tree, plant, marker, fence, structure or other thing usually erected, planted or placed in a cemetery is liable to the Board and any Interment Rights Holder who, as a result, incurs damage. The determination of damages shall be the amount required to restore the cemetery to the state that it was in before anything was damaged or moved by the person liable.

7. All refuse and rubbish, including items such as weeds, decayed flowers, wrappings, plants, etc., shall be placed in the receptacles provided by the cemetery.
8. Vehicles within the cemetery shall be driven at a moderate speed and shall not leave the avenues. Proprietors of vehicles and their drivers shall be responsible for any damage caused by their vehicles.
9. No ATVs (all-terrain vehicles) or snowmobiles are allowed on cemetery grounds.
10. No parades, other than funeral processions, shall be admitted to or organized within the cemetery.
11. Discharge of firearms, other than in regular volleys at burial services, is prohibited within and around the cemetery.
12. No person shall play any game or sport in the cemetery.
13. In keeping with the dignity and decorum of the cemetery, no picnics are permitted.
14. Soliciting of any kind on cemetery grounds is strictly prohibited.
15. No person shall willfully destroy, mutilate, deface, injure or remove any tomb, marker or other structure placed in the cemetery, or any fence, railings or other work for the protection or ornament of the cemetery of any such tomb, marker, or other structure or of any lot in the cemetery.
16. Any willful violation of these Rules shall result in the perpetrator being expelled from the cemetery grounds.

SECTION 5: PURCHASE, CANCELLATION, RESALE & TRANSFER OF INTERMENT RIGHTS

A: PURCHASE OF INTERMENT RIGHTS

1. Purchasers of interment rights acquire only the right to direct the burial of human remains or cremated human remains and the installation of monuments, markers and inscriptions; subject to the conditions set out in the cemetery by-laws. The purchase of interment rights is not a purchase of Real Estate or real property.
2. Lots may be purchased from the Cemetery Administrator of the Board in accordance with the current Price List. The prices for interment rights include the applicable portion for deposit to the Cemetery's Care and Maintenance Fund as specified in the regulations made under the Funeral, Burial and Cremation Services Act, 2002.

3. In accordance with Cemetery by-laws, no burial or installation of any monument, marker, inscription or memorialization is permitted until the interment rights have been paid in full.
4. Number and size restrictions:
 - (a) No more than six (6) lots may be sold at any time to one purchaser.
 - (b) Lots sold prior to September 1, 1998 have an area of 9' x 3' (2.75 m x 91 m), except in the 'Sexton Memorial Garden' where they are 2' x 2' (61 cm x 61 cm)
 - (c) Lots sold after September 1, 1998 shall have an area of 9' x 3'6" (2.75 m x 1.07 m), except in the 'Sexton Memorial Garden' where they shall have an area of 2' x 2' (61 cm x 61 cm).
5. Each purchaser of a lot, upon payment of all indebtedness and all charges in connection with the purchase of the lot, will be provided with the following documents by the Cemetery Administrator of the Board:
 - (a) A copy of the Contract of Purchase
 - (b) Interment Rights Certificate (identifying ownership of the interment rights)
 - (c) A copy of the Cemetery's current By-laws
 - (d) A copy of the Cemetery's current Price List
 - (e) A copy of the Consumer's Information Guide
6. No lots or plots will be sold within an established walkway or driveway.
7. If any interment rights have not been used after a 20 year period has passed, they may be considered abandoned. The Cemetery may apply to the Registrar for a declaration that the interment rights are abandoned after making inquiries and giving reasonable notices to find the Interment Rights Holder or beneficiaries. Upon satisfied that the rights are abandoned, the Registrar shall issue a declaration to that effect. If there is not an appeal by the end of the time prior allowed for appeal, the Cemetery may resell the lot(s) in question.

B: CANCELLATION OF INTERMENT RIGHTS

1. A purchaser has the right to cancel an Interment Rights Contract within thirty (30) days of signing the Interment Rights Contract, by providing written notice of the cancellation to the Board. The Board will refund all monies paid by the purchaser within thirty (30) days from the date of the request for cancellation. If the Interment Rights Certificate has been issued to the Interment Rights Holder(s), the Interment Rights Certificate must be returned to the Board along with the written notice of cancellation.
2. If any portion of the interment rights has been exercised, such as burial or placement of a monument/marker, the purchaser or the interment rights holder is not entitled to cancel the Interment Rights Contract.

C: RESALE OF INTERMENT RIGHTS

1. St. James Cemetery and Chapel prohibits the resale of interment rights to a third party and will repurchase these rights from the interment rights holder or such other person to whom the interment rights have been assigned, at the price listed on the current price list less any care and maintenance contribution amount previously made.
2. The Cemetery is not required to repurchase unused interment rights in a family plot (more than one lot) if one or more of the interment rights in the plot has been exercised. If a monument or marker has been installed on the lot or plot, it is the responsibility of the interment rights holder or their representative to have the monument or marker removed prior to the cancellation being processed.
3. Any request for the cemetery to repurchase interment rights must be submitted by the Interment Rights Holder(s) in writing.
4. The Interment Rights Holder requesting the repurchase of rights must return the Interment Rights Certificate and original contract to the Board; transferring all rights, title and interest back to the Cemetery.
5. The appropriate paperwork must be completed and returned to the Cemetery before reimbursement is made to the rights holder. Payment will be completed within thirty (30) days of receipt of the appropriate paperwork.

D: TRANSFER OF INTERMENT RIGHTS

1. Subject to approval by the Board, an interment rights holder may transfer the interment rights to a third party provided that they are transferred as a gift, bequest, or other transfer made without financial consideration.
2. The transfer of interment rights must be carried out through the Cemetery Administrator of the Board and is subject to a transfer fee as outlined in the current price list.
3. No transfer of interment rights shall be considered by the Board until the original Certificate of Interment Rights has been returned and notice in writing has been given to the Board specifying the name and address of the proposed transferee.
4. All transfer of lots is subject to the approval of the St. James Cemetery and Chapel Board after proper vetting of the transferee.
5. No transfer shall be made until all amounts outstanding for the purchase of the lot have been fully paid.
6. In the case of a transfer of interment rights by will or bequest, the transfer shall be recorded as follows:
 - (a) in the case of demise, by depositing with the Board a certified copy of the Last Will and Testament and/or Letters Probate;

(b) in case of the intestacy, or, where the lot has not been bequeathed in the Will, the Board shall recognize as the Interment Rights Holder, that person listed as receiving the residue of the estate, or, that party designated in an agreement in writing executed by the immediate heirs.

7. Upon approval of the transfer, an Interment Rights Certificate will be issued by the Board to the new owner of those interment rights.

SECTION 6: BURIALS / INTERMENTS

A: GENERAL TERMS AND CONDITIONS

1. No interment shall take place until all laws, rules and regulations respecting burials have been complied with.
2. No interment shall be permitted in any lot where the burial rights have not been paid in full.
3. Only interments of human remains and cremated human remains shall be permitted.
4. Pets or other lower animals, including cremated animal remains, are not allowed to be buried or scattered on Cemetery grounds.
5. All cremated remains must be interred in an approved sealed container. Cremated remains are not permitted to be scattered on a grave or on Cemetery grounds.
6. As the cemetery is subject to water accumulation in certain sections, to help protect the remains and dignity of the deceased, the cemetery operator recommends that all casket burials/interments be within a concrete container. If a vault is used, it must be made of concrete or steel and be capable of being sealed securely and water resistant to permeation or leakage.
7. Funerals shall be allowed in the cemetery only between the hours of 9:00 a.m. and 4:00 p.m. except by permission of the Board. No interment shall be permitted on a Sunday or statutory holiday unless ordered to do so by a representative of any regulatory authority having jurisdiction or by special permission of the Board.
8. A representative of the Board shall be in attendance at each interment.
9. The Board will ensure that all interments are carried out in a decent and orderly manner and that quiet and good order is maintained in the cemetery at all times.
10. Everyone who disrupts an interment shall be immediately removed from cemetery grounds and liable to prosecution.
11. Funeral corteges within the cemetery shall follow the route indicated by the caretaker.

12. All persons ordering and/or finalizing arrangements for burials shall be responsible for all charges incurred.
13. An Interment Rights Holder shall not allow interments to be made in lots for their personal remuneration.
14. Any interment between December 1st and March 31st will be considered a Winter interment and subject to increased fees and additional charges as outlined on the current price list. Winter interments shall take place weather and soil conditions permitting.
15. The fees for opening and closing lots are set out in the Cemetery Price List.

B: BURIAL INSTRUCTIONS

1. The opening of caskets on cemetery grounds is strictly prohibited.
2. No lot or vault shall be opened by any person not authorized by the Board, except under special circumstances and only by permission of the Board.
3. All opened lots shall be to a depth such that the outside cover or shell of the coffin or other receptacle is at least beneath the natural surface of the ground, and the coffin or other receptacle shall be buried at least .61 meters or two (2) feet below the natural level of the ground surface.
4. Prior written approval shall be sought from the Board of the intention to use oversize caskets or outer shells, as not all lots can accommodate same. The Board accepts no responsibility where prior approval has not been sought.
5. The use of oversized shells must be approved by the Board as they may impact the number of grave openings permitted in any plot. If an adjoining lot is impacted the Interment Rights Holder must provide written permission for the use of the second lot for the interment.
6. Only one interment shall be allowed in any one lot, except:
 - a) in a lot in which a casket containing human remains and ashes has been (or is to be) buried, a single 24" x 12" (60 cm x 30 cm) infant casket will be permitted, provided space is available, or
 - b) the cremated remains of not more than four (4) persons, or
 - c) the cremated remains of not more than two (2) persons may be buried in a lot in which a casket containing human remains has been buried, provided space is available,
 - d) with respect only to the Sexton Memorial Garden, a maximum of two (2) cremated remains may be permitted in any one lot.

7. The Funeral Director and his/her assistants shall preserve order and decorum in the Cemetery and ensure that all burials are conducted in a decent and orderly manner and that quiet and good order is maintained at all times.

C: NOTICE PROTOCOL FOR BURIALS

1. Interment Rights Holder must provide authorization prior to a burial taking place. Should the interment rights holder be deceased, authorization must be provided in writing by the person authorized to act on behalf of the interment rights holder i.e., Personal Representative, Estate Trustee, Executor or next of kin.
2. Precise and proper instructions, in writing, shall be provided regarding the location of every burial within a plot, as neither the caretaker nor the Board shall be held responsible for any errors resulting from misleading or insufficient information.
3. For purposes of lot openings and interments, notice of not less than 48 hours shall be provided to the Chair of the Board by the Interment Rights Holder or by his/her agent, except under special circumstances.
4. The Funeral Director must contact the Chair of the Board to determine an agreed upon date for the burial (prior to finalizing burial arrangements with the family/next of kin). The Chair of the Board has the right to delay a proposed interment date if it is determined that the cemetery grounds are not in a position for a dignified and proper burial - example: flooding, ground saturation or other safety concern. In such cases an alternate date will be determined by the Chair of the Board in co-operation with the Funeral Director.
5. If an interment date, that is being proposed falls during a weather event, or the weather forecast predicts an upcoming weather event (example: snow storm) the interment may be delayed, and an alternate date will be determined by the Chair of the Board in co-operation with the Funeral Director.
6. Prior to a burial, the Funeral Director shall provide the Board with a written statement setting out:
 - a) the name of the deceased
 - b) the place of birth
 - c) the last residence of the deceased (with street address, if any)
 - d) the age of the deceased
 - e) the date of death
 - f) the place of death
 - g) the address of the deceased person's nearest relative
 - h) the time of interment
 - i) the name of the Funeral Director
 - j) the type, length and width of the outside case to be interred (including urns)
 - h) the burial permit or a Certificate of Cremation

SECTION 7: DISINTERMENTS

1. Requests for disinterment are to be made directly to the Chair of the Board. The Chair will provide approval and arrange for a date for the disinterment to take place after investigation, consultation and arrangements for appropriate documentation are complete.
2. No disinterment of an in-ground full burial shall be made without receipt of written consent of the local Medical Officer of Health and the Interment Rights Holder, except on an Order of a Court of competent jurisdiction, or as provided for in the Regulations.
3. No disinterment of cremated remains shall be made without the written permission of the Board and the Interment Rights Holder or authorized representative. A certificate from the local medical officer of health is not required for the removal of cremated remains.
4. The remains of persons dying from small pox, scarlet fever, measles, diphtheria, croup, bubonic plague, cholera, epidemic cerebrospinal meningitis, epidemic anterior poliomyelitis, or any other infectious or contagious diseases, shall not be disinterred except in accordance with the FBCSA and the regulations made under The Public Health Act.
5. St. James Cemetery and Chapel and/or the Board are not responsible for any damage to caskets, vaults, urns or other containers sustained during disinterment.
6. All fees must be paid in full prior to any disinterment.

SECTION 8: CARE OF LOTS, DECORATIONS AND PLANTINGS

A: CARE AND MAINTENANCE

1. Interment Rights Holders shall have his/her lot cared for by the Board. A portion of the price of interment rights is trusted into the Care and Maintenance Fund in accordance with the provisions of the Funeral, Burial and Cremation Services Act 2002. Income generated from this fund is used to maintain, secure and preserve cemetery grounds. Services that can be provided through this fund include:
 - Re-levelling and sodding or seeding of lots
 - Maintenance of cemetery roads, sewers and water systems
 - Maintenance of perimeter walls and fences
 - Maintenance of cemetery landscaping
 - Repairs and general upkeep of cemetery maintenance buildings and equipment
2. No person, other than an agent or employee of the Board, shall make any walks, cut any sod, plant any tree or other shrubbery, or place any permanent or semi-permanent object, such as benches and statuary, within the Cemetery without the prior written consent of the Board.

3. Only an agent or employee of the Board shall change the grading of a lot and, in the case of any unauthorized changes, the Board may restore the lot to its original grade at the expense of the Interment Rights Holder.
4. To preserve the proper appearance of the cemetery grounds, and to allow spring cleanup, all ornamentation must be removed before April 15th of each year. Such items may be replaced after May 1st.
5. The Board reserves the right to remove all flowers, potted plants, wreaths, baskets of flowers, vases, urns, flower stands, holders or other receptacles for flowers when deemed unsightly, unsuitable, unsafe or in the best interests of the Cemetery. They may be prohibited or removed by the Board at the expense of the Interment Rights Holder or his/her estate.
6. Flowers placed on a grave for a funeral shall be removed by cemetery staff after a reasonable time to protect the grounds and maintain the tidy appearance of the Cemetery.
7. Cemetery staff shall remove any article or shrubbery which interferes with the upkeep and general maintenance of the Cemetery.
8. The Board shall not be responsible for loss of, or damage to, any portable article left upon any lot.

B: PERMITTED AND PROHIBITED ITEMS, DECORATIONS AND PLANTINGS

1. The cemetery reserves the right to regulate the articles placed on lots or plots that pose a threat to; the safety to all interment rights holders, visitors to the cemetery and cemetery employees, prevents the cemetery from performing general cemetery operations, or are not in keeping with the respect and dignity of the cemetery. Prohibited articles will be removed and disposed of without notification.
2. The cemetery reserves the right to disallow or remove quantities or memorial wreaths or flowers considered to be excessive and that diminishes the otherwise tidy appearance of the cemetery.
3. Flowers may be planted, only at the head of the lot within a distance of 12" (30 cm) from the face side base of the headstone, provided that the growth of the said flowers shall not exceed the perimeter of the lot. Flowers must be of such variety as are in keeping with the dignity of the Cemetery.
4. Flowerbed maintenance, pruning, fertilizing, watering, etc. are the sole responsibility of the Interment Rights Holder. Lots must be cleared of all flower beds and tender plants by no later than October 31st. Any flowerbed of the previous year which has not been replanted by May 30th, may be sodded/seeded by the Cemetery at the expense of the Interment Rights Holder.

5. Potted plants may not be buried but must remain on top of the ground in suitable containers as close to the monument base as practical. Any potted plant not in keeping with the respect and dignity of the cemetery will be removed without notice.
6. Artificial floral arrangements are permitted; provided such are properly maintained, securely fastened and not detrimental to the general maintenance and appearance of the Cemetery.
7. Trees, shrubs, bushes, may not be planted on lots/plots. Existing trees, shrubs and/or bushes will be removed by the Cemetery when their roots or branches become too large and/or in any way detrimental to adjacent lots, drains, roads or walks or become prejudicial to the general appearance of the grounds or inconvenient to the public.
8. Items such as nails, wires, wooden crosses, articles of glass or pottery, propane gas lights, trellises, arches or any other materials that may create a safety or hazard to visitors or workers when neglected or broken are strictly prohibited in the cemetery. These items will be removed by the Cemetery without notification.
9. Borders, curbing, fences, railings, walls, hedges, cut stone and/or other enclosures in or around lots or plots are prohibited. Black rubber landscape edging is permitted around flowerbeds only and shall not exceed 2 inches in height above ground. Permitted landscape edging not properly maintained will be removed by the Cemetery without notification.
10. Benches and seats are not permitted to be installed on a lot or plot.
11. Placement, removal or alternation of any corner posts or lot markers by person(s) other than an employee or agent of the Cemetery is prohibited.
12. No person shall willfully destroy, cut, break or injure any tree, shrub or plant in the Cemetery, or willfully injure, destroy or deface any building or structure, any road, walk or other works in the Cemetery.

SECTION 9: MEMORIALIZATION, MONUMENTS & MARKERS

A: GENERAL TERMS AND CONDITIONS

1. No memorial, monument, marker or other structure shall be erected or permitted on a lot until all fees and charges have been paid in full.
2. The Board reserves the right to remove, at its sole discretion, any monument, marker or inscription which is not keeping with the dignity and decorum of the Cemetery.
3. An Interment Rights Holder, or his/her estate, is deemed to be the "owner" of any memorial (monument, marker or other structure; including their foundation) placed on his/her lot. The Cemetery is not responsible for any loss or deterioration.

4. All installations of monuments and markers and their foundations shall be arranged for by the Interment Rights Holder through monument dealers or contractors subject to the terms and conditions of these by-laws.
5. Every person installing a monument or marker in the Cemetery shall pay the prescribed amount, as set out in the Funeral, Burial and Cremation Services Act, 2002, to the Cemetery's Care and Maintenance Fund. No requests for the installation of foundations or approval of monuments or markers will be considered by the Board unless payment to the Care and Maintenance Fund accompanies such requests.
6. The Cemetery and Board will take reasonable precautions to protect the property of interment rights holders; but, assumes no liability for the loss of, or damage to, any monument, marker, foundation or other structure, or part thereof.
7. In the event of damage to a monument or marker as a result of vandalism, natural or other causes or events beyond the control of the Board, the owner of a monument or marker shall, repair, restore or replace the monument or marker as soon as may be reasonably possible.
8. No memorial, monument, marker or their foundation shall be placed, moved, altered or removed without the written permission of the Cemetery Administrator or Chair of the Board.
9. Restoration, alteration, or removal of any monument or marker by the Interment Rights Holder, shall be permitted only upon written application to the Cemetery Administrator of the Board, and on such terms as the Board shall deemed necessary.
10. Minor scraping of the base of an upright monument due to grass/lawn maintenance is considered to be normal wear.
11. Cornerstones will be purchased with the Interment Rights. Only cornerstones sourced by the Board are accepted. Cornerstones are installed by agents or employees of the Board at the corners of a lot or plot, as appropriate, subject to their meeting Cemetery specifications. No other individual(s) shall install cornerstones on a lot or plot. Unauthorized cornerstones will be removed by the Board and returned to the Interment Rights Holder.
12. Memorial seats or benches must be approved by the Board and may only be placed in designated locations. Once donated, the memorial seat or bench becomes the property of the Cemetery. Inscription is paid for by the donor of the seat/bench.

B. SAFETY PROTOCOLS

1. If a monument, marker or other structure in the cemetery presents a risk to public safety because it is unstable or dilapidated, the Board shall do whatever is necessary by way of repairing, resetting or laying down the monument or marker so as to remove the risk.
2. An unsafe monument or marker is defined as any marker which:

- a) is leaning away from plumb to the ground in an unsafe manner, as may be determined by the Board in its sole discretion; and/or
 - b) if less than 4 feet (122 cm) or greater in height, is unable to resist sliding or overturning when subjected to a horizontal force of 50 lbs. (22.7 kgs) applied in any direction at any point on the base or die; and/or
 - c) if 4' (122 cm) or greater in height, is unable to withstand sliding or overturning when subjected to a horizontal force of 100 lbs. (45.4 kgs) applied in any direction at any point on the base or on the die up to 5' (152 cm) above the ground; and/or
 - d) at the sole discretion of the Board, presents a risk to the public safety.
3. To prevent injury by existing unsafe monuments or markers, the Board shall:
- a) Lay any unsafe monument or marker on its side as soon as possible, and thereafter the monument or marker may:
 - i) be left laying down, or
 - ii) be repaired by the owner of the monument or marker in a manner that will meet the safety protocols.
 - iii) stabilized or repaired by the cemetery using a reversible process with Board approval.
 - b) At the sole discretion of the Board, do whatever is necessary to reduce or eliminate the risk to public safety. The Board will attempt to contact the Interment Rights Holder to make arrangements for the repair where possible.
4. The board assumes no liability for any change in structure or appearance resulting directly or indirectly from any repair or realignment of a monument / marker instituted by the Board.

C: DESIGN AND CONSTRUCTION

- 1. The Board shall create, and from time-to-time revise, specifications relating to the material, installation, and construction of foundations, monuments, markers and cornerstones. The Board reserves the right to determine the maximum size of a monument or marker, their number and their location on each lot or plot. They must not be of a size or placed in a location that would interfere with any future interments.
- 2. No monument, marker or foundation shall be erected or placed on any lot until its design and the plans and specifications relative to the material, manner of installation, construction and the proposed location thereof comply in all respects with these By-Laws.
- 3. All monuments and markers shall be of constructed of bronze, natural stone (granite or marble) or other imperishable material and only monuments or markers produced by a licensed manufacture thereof shall be permitted.

4. No inscription or design shall be placed on any monument or marker which, in the sole opinion of the Board, is not in keeping with the dignity and decorum of the Cemetery.
5. Pictures, etchings or photographs must be manufactured in a permanent, weather resistant material. The Cemetery does not accept any responsibility or liability for pictures, etchings or photographs should the picture, etching or photograph become lost, faded, cracked, damaged or needed to be removed.

MONUMENTS:

6. Only one monument shall be erected upon any one lot and shall be placed at the centre of the head end of the lot/double lot (as applicable), except with special permission of the Board. A double lot is allowed one upright monument and maximum of two (2) footstones.
7. No lettering will be allowed on the side of a monument facing an adjoining lot.
8. Monuments, including base, are permitted with the following size restrictions:
 - a. Single lot maximum: Height - 40" (101 cm)
Width - 30" (76 cm)
Depth (Die) - 8" (20 cm)
Depth (Base) - 14" (35 cm)
 - b. Double lot maximum: Height - 40" (101 cm)
Width - 60" (152 cm)
Depth (Die) - 8" (20 cm)
Depth (Base) - 14" (35 cm)
9. All two-part monuments, die stone with a separate base, must be dowelled and set within the following specifications:
 - a. All dowels must be of a non-corrosive, coarse threaded material and be a minimum of 1/2" (13 mm) in thickness.
 - b. Dowel joints should not be more than 1/8" (3 mm) larger than the dowel itself.
 - c. Where deemed necessary, dowels/pins used to secure a die stone to a base should be set in a dry mode only (in order to allow for removal of the die if necessary).
 - d. Crosses, statuary, etc. should be dowelled using a non-corrosive dowel and epoxy.
 - e. Bases should not be attached to the foundation with any permanent sealant, only shimmed if required.
 - f. Dies should be set on 3/16" (5 mm) lead shims at each corner.
 - g. A minimum bead of 1/2" (13 mm) of monument setting compound should be inserted between the die and the base in order that an unbroken seal be made between the die and base. Excess compound should be undercut and removed to avoid staining the material.
 - h. Vertical joints will not be considered, unless established in such a way as to allow all water and/or moisture to escape.

10. To prevent injury, where a monument has an overall height above the surrounding ground in excess of 18" (46 cm), it shall be designed, constructed and erected to resist sliding, toppling and overturning when subjected to a horizontal force of 200 lbs (90.7 kgs) applied in any direction to any point on the base of on the die up to five feet above the ground. This includes providing and maintaining this resistance during the lifetime of the monument.

MARKERS:

11. Flat markers placed at the head end of a lot are permitted but shall not exceed 12" (30 cm) by 20" (51 cm) on a single lot and 12" (30 cm) by 40" (102 cm) on a double lot, with a depth of 3" (7.6 cm) to 5" (12.7 cm) in thickness. The upper surface shall be flat with no projections and set flush to the ground.
12. Flat markers placed at a location other than at the head of the lot and all markers placed at Sexton Memorial Garden are restricted in size to 12" x 20" (30 cm x 51 cm) with a depth of 3" (7.6 cm) to 5" (12.7 cm) in thickness.
13. Second flat marker. A second flat marker shall be allowed to memorialize a burial of cremated remains on a lot. The second flat marker may be installed either in the middle or the foot of the lot with a minimum of 24" (61 cm) from an existing monument or first flat marker. Markers such as foot stones shall be placed at the end of the lot farthest from the monument of head marker.

FOUNDATIONS:

14. All foundations for monuments and markers shall be built by, or contracted to be built for, the cemetery operator at the expense of the interment rights holder.
15. No foundations may be constructed after October 31st in any year and before May 1st in the following year unless approved by the Board.
16. All foundations shall be of poured concrete and must be cured for a minimum of 48 hours before placing the monument or marker.
17. Foundations shall be built in the designated space and in the proper dimensions to the monument or marker according to the following specifications:
 - a. Flat markers (except for Sexton Memorial Garden) shall have a depth of no less than 12" (30 cm) and be of a tapered design, so that the bottom edge is no more than 2" (5 cm) thick.
 - b. Monuments and all other markers shall have a depth of no less than 30" (76 cm) and be of a tapered design, so that the bottom edge is no more than 2" (5 cm) thick.
 - c. The surface dimensions of a foundation shall allow for a 2" (5 cm) margin around the base of a monument or marker.

SECTION 10: RULES FOR MONUMENT DEALERS & CONTRACTORS

1. All cemetery by-laws apply to monument dealers, contractors, workers, and all work carried out by those individuals/companies within cemetery grounds.
2. Any contract work to be performed within the cemetery requires the written pre-approval of the Interment Rights Holder and the Cemetery before the work may begin. Pre-approval includes but is not limited to: landscaping, delivery of monuments and markers, inscriptions, designs, drawings, plans and detailed specifications relating to the work, proof of all applicable government approvals and permits, the location of the work to be performed. It is the responsibility of all contractors to report to the Cemetery Administrator and provide the necessary approvals before commencing work at any location on Cemetery property.
3. All contractors who do work in the cemetery shall have Worker's Compensation (WSIB) coverage, sufficient liability insurance and have met health and safety regulations (example: Occupational Health and Safety compliance standards, Environment Protection requirements and WHMIS). Contractors must provide proof of such coverages and compliance upon request.
4. No work will be performed at the cemetery except during the regular business hours of the cemetery, unless approval has been granted by the Cemetery Administrator or Chair of the Board. Work may be suspended at any time based on weather, road or ground conditions at the sole discretion of the Board.
5. Contractors, monument dealers and suppliers shall not enter the cemetery in the evening, weekends or statutory holidays, unless approval has been granted by the Cemetery Administrator or Chair of the Board.
6. If approval granted, no work shall be commenced on a Saturday that cannot be finished and the litter and debris removed that day.
7. Contractors will temporarily cease all operations if they are working in the immediate vicinity of a funeral until the conclusion of the service. The Cemetery reserves the right to temporarily cease contractor operations at their sole discretion if the noise of the work being performed by the contractor is deemed to be a disturbance to any funeral or public gathering within the cemetery.
8. All work sites must be secured when left unattended.
9. No monument or marker will be delivered to the Cemetery without authorization and proper documentation and the monument or marker is compliant with Cemetery by-laws and requirements.
10. No monument or marker will be delivered to the Cemetery until the foundation is completed and compliant with Cemetery by-laws and the contractor is ready to proceed with the work of installation.

11. No monument or marker will be removed without written permission from the Cemetery Board.
 12. Fees per the Funeral, Burial and Cremation Services Act 2002 for the care and maintenance of a monument or marker will be collected before the installation of the monument or marker and placed in the Cemetery's Care and Maintenance Fund trust account accordingly.
 13. Contractors will conduct their operations to prevent damage to any grounds, turf, shrubs, trees, flowerbeds, memorials, decorations, bases, or another article or natural feature of the cemetery. All vehicles and other equipment required to install a monument or marker should remain on the cemetery roads. Where access to turfed areas is necessary, permission must be obtained in advance and suitable materials used to protect the turf. Any damage caused by contractors shall be rectified to the satisfaction of the Board at the expense of the contractor.
 14. Contractors working within the cemetery must remove all implements, equipment and rubbish from the cemetery at the conclusion of the completed work or as directed by the Cemetery staff. All rubbish and surplus earth shall be removed by the contractor from the cemetery; otherwise, the obstructions will be removed and the expense charged to the contractor.
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APPROVED By the Registrar, <i>Funeral, Burial and Cremation Services Act,</i> 2002, Bereavement Authority of Ontario	APPROUVÉ Par le Registraire, <i>Loi de 2002 sur les services funéraires et les services d'enterrement et de crémation,</i> l'Autorité des services funéraires et cimetières de l'Ontario
Date: <u>April 17, 2024</u>	