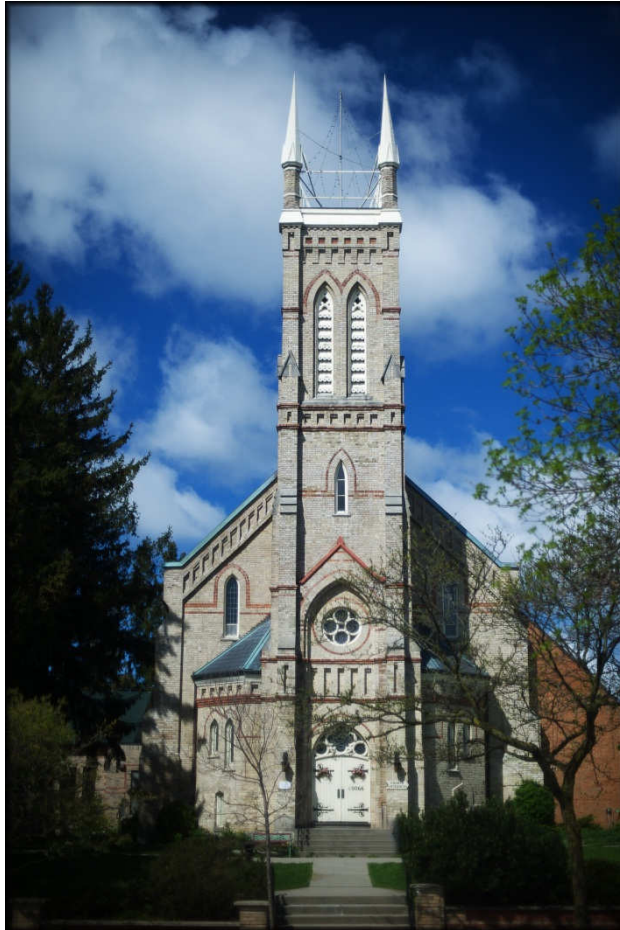


# Richmond Hill Presbyterian Church Cemetery By-Laws (2014)



## FORWARD

This booklet contains the By-Laws of the Richmond Hill Presbyterian Church Cemetery (Hereinafter referred to as "Cemetery"). They have been approved by the Ontario Ministry of Consumer Services.

All of the Cemetery By-Laws apply to every form of interment right as far as the nature of the case permits.

By-Law compliance ensures the safety of our families, employees and volunteers, and the maintenance of proper cemetery operations.

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## GLOSSARY OF TERMS

**Burial:** The opening and closing of a lot or grave (in ground) for human remains or cremated remains (Including the scattering of cremated human remains).

**By-Laws:** The rules under which the Cemetery operates.

**Care and Maintenance Fund:** As a requirement under provincial legislation, a portion of the purchase price of all Interment Rights, and the prescribed amount payable upon installation of Monuments and Markers is contributed into an irrevocable trust fund – The Care and Maintenance Fund. Income from the Care and Maintenance Fund is used to provide general care and maintenance of the Cemetery.

**Columbarium:** A structure containing individual compartments or Niches for the placement of human cremated remains.

**Entombment:** The opening and closing of a Niche for cremated human remains.

**Grave:** Any Interment Right (cremation, child or adult) which permits a Marker to be set flush and level with the ground in the Marker Space, or attached to an adjacent feature wall as defined in the Interment Rights Certificate. (Also refer to Lot definition.)

**Interment Right:** The right to require or direct the Burial or Entombment of human remains or cremated human remains in a Grave, Lot or Niche.

**Interment Rights Holder:** A person, firm, or corporation holding the right to direct the Burial or Removal of human remains, cremated human remains, and associated memorialization in an Interment Right as registered in the Cemetery records.

**Interment Rights Certificate:** The document issued by the Cemetery to the Purchaser once the interment rights have been paid in full, identifying ownership of the interment rights.

**Lot:** Any Interment Right (cremation, child, or adult) which permits the erection of a Monument Space. (Also refer to Grave definition).

**Marker:** A memorial constructed of bronze or granite, set flush and level with the ground in the Marker Space, except where attached to the feature wall adjacent to the Grave.

**Marker Space:** Unless otherwise specified on the Interment Rights Certificate, that portion designated to contain the Marker.

**Memorials:** All Markers, or Monuments, Columbarium Niche or Mausoleum Crypt fronts, and any other form used to inscribe the names of individuals buried or interred within the Cemetery.

**Monument:** An upright (above ground) memorial, constructed of granite or bronze material, installed within the designated Monument Space of a Lot(s).

**Monument Base:** That portion of the Monument, constructed of granite, and set on the concrete Monument foundation to provide stability and protection for the Monument Diestone.

**Monument Diestone:** Those portions of the monument set on the Monument Base, containing the design and memorial inscription.

**Monument Foundation:** The in-ground concrete foundation, constructed the equivalent size of the monument Base, a minimum of 137 cm. (4ft 6 in) in depth.

**Monument Space:** That portion of the Lot(s) designated to contain the Monument and planting area.

**Niche:** An individual compartment in a Mausoleum or Columbarium for the Entombment of cremated human remains.

**Purchaser:** The individual purchasing the Interment Right, product or services. The Purchaser does not hold or maintain the right to direct Burials, Entombments, or memorialization unless they are registered as the Interment Rights Holder(s) and are so named on the Interment Rights Certificate.

**Removal:** The removal of human remains, including cremated human remains, from a closed or sealed Grave, Lot, Niche or Crypt.

## **1.0 GENERAL INFORMATION**

### **1.1 Hours of Operation**

Cemetery Grounds Visitation Hours: Interment Rights Holders and the general public can visit the Cemetery Grounds during daylight hours.

**Office Hours:** Monday, Wednesday, Thursday, Friday 10:00 – 2:00

**Spring and Fall Opening and Closing:** The Cemetery will be open for spring interments May 1<sup>st</sup> pending, snow and frost removal, and satisfactory conditions of the grounds. Cemetery fall interments will end November 1<sup>st</sup> pending winter conditions.

**Sunday Burials:** No interment or entombment shall be made on a Sunday except under extreme circumstances and with the approval of the Trustees.

### **Sunday Burials:**

**Burial Hours:** Burials will be carried out between the hours of 9:00 a.m. and 4:00 p.m. Monday through Saturday (excluding statutory holidays). Additional service charges will apply for burials arriving at the Cemetery after 4:00 p.m. (see section 3.1 for Burials). The Cemetery shall be given five working days' notice for burial of human remains or scattering of cremated human remains. Special arrangements can be made with the office for Burials on Sundays or holidays subject to staff availability.

### **1.2 Private Property:**

The cemetery is privately owned lands. Interment Rights Holders and public visitors enjoy the use of the Cemetery at their own risk and shall be governed by the following:

- **Damage to Property:** No one may damage, destroy, remove or deface any property in or belonging to the Cemetery; any person found responsible for damages will be held liable for payment.
- **Vehicles:** Private Vehicles are not permitted within the Cemetery with the exception of Funeral Coach, Family car and Flower Vehicles and shall be driven at a speed less than 10 km/hr. At no time shall such vehicles park or drive on the grass. Permitted vehicles will be held liable for any damage caused by their drivers or vehicles;
- **Improper Conduct:** In the sole opinion of the Cemetery, any person whose actions, conduct, behaviour, or attire disturbs the decorum of the Cemetery, or who violates these By-laws may be required to leave the Cemetery grounds;
- **Dogs, Cats, Pets, etc.:** Dogs, cats, pets, etc., of any form are not permitted in the Cemetery;
- **Special Events:** Special Events are permitted with the prior approval of the Cemetery;
- **Soliciting:** Canvassing, soliciting, advertising or distributing business cards in the Cemetery is prohibited, as is the placing or displaying of any manufacturer's, monument dealer's, or quarry's name, insignia or trademark in any form;
- **Photographing, Filming, or Video-Taping:** Photographing, filming, or video-taping of any part of the Cemetery may only take place with the prior approval of the Cemetery such taping or photographing is subject to a fee.

### **1.3 Liability for Loss or Damage:**

The Cemetery assumes no liability or responsibility for the loss of, or damage to, any Grave, Lot, Columbarium Niche, Marker, or article that may be placed on an Interment Right save and except as noted below.

The Cemetery only assumes liability if, during the course of performing routine cemetery operations, the Cemetery or its employees should cause damage to any Grave, Lot, Columbarium Niche, Monument, or Marker. The liability shall be limited to the extent of the damage caused, and the Cemetery shall make a reasonable effort to correct the damage. The Cemetery is not

responsible for loss or damage from any causes beyond its reasonable control, whether the damage or loss be direct or collateral.

#### **1.4 Privacy Policy:**

The Cemetery is committed to protecting the privacy of its Interment Rights Holders.

We collect, use and disclose personal information as required by governing federal and provincial legislation. We do not rent, sell, or trade personal information lists. Individuals may request their personal information in writing at any time to ensure that it is correct and current or to edit it.

- Provincial legislation requires all Ontario cemeteries to maintain a public register that is available to the public during normal business hours.

#### **1.5 Changes in By-laws:**

The Cemetery may, from time to time, change the By-laws in order to best serve the interests of the cemetery and the Interment Rights Holders. Public notice indicating pending changes will be posted at the entrance to the Cemetery and placed in a local newspaper. All changes to the By-laws are subject to the approval of the Registrar, Funeral, Burial, & Cremation Services Act 2002, Ministry of Consumer Services.

#### **1.6 Right to Re-survey:**

The Cemetery expressly reserves the following rights and privileges to be exercised from time to time in accordance with any governing Provincial legislation in effect at the time:

- To resurvey, enlarge, construct a building or structure, alter, and/or diminish all or any portion of the Cemetery;
- To lay out, establish, close, eliminate, or otherwise modify or change the location of roads, walks, or drives;
- To create or remove easements and rights of way over and through all of the Cemetery premises for the purpose of installing, maintaining, or operating utility or communication lines, drains, irrigation systems, or for any other cemetery purpose provided that no Burials or sale of Interment Rights have taken place in these areas;
- No easement or right of interment is granted to any Interment Rights Holder in any road, drive or walk within the Cemetery, but such road, drive or walk may be used as a means of access to the Cemetery as long as the Cemetery devotes such road, drive or walk to that purpose.

## **2.0 SALE AND TRANSFER OF INTERMENT RIGHTS**

### **2.1 Ownership of Interment Rights:**

Ownership of all cemetery lands remains vested with Richmond Hill Presbyterian Church at all times. Purchasers of Interment Rights acquire only the right and privilege to direct the Burial of human remains and the installation of Monuments, Markers and inscriptions, subject to Cemetery By-laws. Until payment is made in full no Burial, Entombment, Monument, Marker, inscription, or memorialization is permitted. An Interment Rights Certificate is issued to the Interment Rights Holder(s) when payment in full is made.

### **2.2 Re-sale of Interment Rights:**

The Cemetery reserves the sole and exclusive right to sell Interment Rights within the cemetery. Interment Rights Holder(s) who wish to sell any unused Grave, Lot, Columbarium Niche, must transfer their interest to the Cemetery. Under no circumstances may an Interment Rights Holder(s) sub-divide or resell any or all portions of a Grave, Lot, Columbarium Niche, privately. Should Interment Rights Holder(s) wish to sell back their Grave, Lot, Columbarium Niche, or Mausoleum Crypt within 30 days after purchasing the Interment Right from the Cemetery the purchaser shall be entitled to a full refund of all monies paid for the Interment Right. Should an Interment Rights Holder(s) wish to sell any unused Grave, Lot, Columbarium Niche, or to the Cemetery after the expiration of the 30 day period, the purchaser shall be entitled to the current amount for the Interment Right less the portion of the purchase price contributed to the irrevocable Care and Maintenance Fund at the original time of purchase. The Cemetery is not obligated to repurchase any unused portion of a Grave, Lot, Columbarium Niche.

### **2.3 Transfer of Interment Rights:**

Interment Rights Holder(s) may transfer Interment Rights directly to another person provided there is no payment to the registered Interment Rights Holder for the transfer. The transfer must be completed using prescribed forms and registered with the Cemetery in order for the transfer to take effect. A fee will be charged by the Cemetery for administration and registration of the transfer of Interment Rights.

### **2.4 Care and Maintenance Fund:**

As a requirement under provincial legislation, a portion of the purchase price of all Interment Rights, and prescribed amount for Monuments and Markers is contributed into an irrevocable fund – Care and Maintenance Fund. Income is used to provide general care and maintenance of the Cemetery.

**Care and Maintenance Fund Contribution for Marker and Monument Installation:** In accordance with the FBCSA and Ontario Regulation 30/11, the following contributions will be made to the Care and Maintenance Fund for every installation of a marker or monument;

- (a) In the case of installing a flat marker measuring less than 1,116.3 sq.m. (173 sq.in.) \$0.00
- (b) In the case of installing a flat marker measuring over 1,116.3 sq.m. (173 sq.in.) \$50.00
- (c) In the case of installing an upright monument measuring more than 1.22 m. (4 ft.) Or less in height or length, including the base , \$100.00
- (d) In case of installing an upright monument measuring more than 1.22m. (4 ft.) either in height or length, including the base , \$200.00

**2.5 Arrears:** Transfers of Interment Rights may be made only after the Interment Rights have been paid in full and any arrears associated with them are paid in full.

## **3.0 BURIALS**

### **3.1 Authorization, Information and Documents Required for a Burial:**

**Written Permission of Interment Rights Holder:** Interment Rights Holder(s) must visit the Cemetery office and provide written direction and authorization prior to a Burial or Entombment taking place. Should the Interment Rights Holder be the deceased, direction must be provided in writing by the next of kin or estate executor. Telephone, facsimile or e-mail orders for Burial or Entombment are not permitted. Funeral Directors are required to co-ordinate directly with the Cemetery for suitable timing given its volunteer base. Funeral Homes are required to provide suitable equipment, and personal to execute the burial at their own expense.

**Proof of Registration of Death:** A Burial permit issued by the Registrar General or equivalent document showing that the death has been registered must be provided to the Cemetery office on the day of the Burial. A Certificate of Cremation must be submitted to the Cemetery before a Burial of cremated remains may take place.

**Information Required:** For each Burial of human remains, a written statement providing such information as may be required by the Cemetery must be submitted to the Cemetery office so that an accurate register may be kept in accordance with provincial legislation.

**Payment:** Payment of an Interment Right must be made to Richmond Hill Presbyterian Church Cemetery and paid in full before any burial or memorialization can take place. An Interment Rights Certificate will not be issued until the Interment Right has been paid in full.

### **3.2 Notice Required:**

The Cemetery office shall be given at least 16 business hours of notice for each Burial.

### **3.3 Opening and Closing of Interment Rights:**

Graves and Lots shall be opened and closed only by approved contractor for the cemetery. To ensure safe conditions are maintained at all times, families wishing to witness the closing of a Lot or Grave shall remain a minimum of 10 meters from the open Grave.



Every effort will be made to complete a Burial on the assigned day and time. If due to inclement weather conditions, health and safety concerns, or conditions beyond the Cemetery's control, a Burial cannot be made at the scheduled time, the Cemetery reserves the right to establish a temporary set up, and the Burial shall be completed as soon as possible at a later time.

The Cemetery retains the right of passage over every Lot or Grave so that cemetery operations may be performed effectively.

The Cemetery retains the right to temporarily relocate a monument or marker so that cemetery operations involving the opening and closing of a Lot or Grave may be performed.

The opening of a Lot or Grave for Burial necessitates the temporary mounding of earth on adjacent Graves. The Cemetery reserves the right to determine the location for the temporary mound and will make reasonable efforts to restore adjacent Graves to their original condition as soon as possible following the closing of the Grave.

Funeral flowers, delivered to the Cemetery at the time of Burial, will remain on the Lot or Grave for a minimum of 5 days and will be removed at any time thereafter and disposed of by the Cemetery.

### **3.4 Number of Burials:**

A maximum of two caskets and or two cremated remains may be buried where space permits in each Grave unless otherwise specified on the document of Interment Rights. Where two caskets are to be interred in the same Grave, the first casket will be buried at extra depth. . A maximum of two interments, in a cremation plot, and two entombments in a Columbarium niche.

### **3.5 Closed Caskets or Containers:**

Remains must be delivered to the Cemetery for Burial in a closed casket or container.

Under no circumstances may an employee of the Cemetery open or close a casket or container.

In the case of cremated remains, remains must be delivered to the Cemetery for Burial in a closed cremation urn or container, and the cremated remains will be buried in such cremation urn or container.

### **3.6 Scattering Cremated Remains:**

Cremated remains may be scattered in a designated scattering area, only under the direction of the Cemetery.

### **3.7 Requirements for Removal of Caskets, Containers or Cremated Remains:**

Human remains may be removed from a Lot or Grave provided that the written consent of the Interment Rights Holder(s) is/are received by the Cemetery. A Funeral Director is to be present for any removal any expense will be the responsibility of the party authorizing the removal.

A certificate from the local medical officer of health must be received at the Cemetery office before a Removal of casketed human remains may take place. A certificate from the local medical officer of health is not required for the Removal of cremated remains.

Removals may also be ordered by certain public officials without the consent of the Interment Rights Holder(s) and/or next of kin(s).

The raising and lowering of remains from standard depth to extra depth is considered a Removal. The Cemetery will not be responsible for damage to any casket or container which occurs during the course of the Removal.

A new casket or container may be required to facilitate a removal for which an additional charge will apply.

The Cemetery will not be responsible for damage to any cremation urn or cremation outer container which occurs during the course of the Removal. Due to the length of time a cremation urn has been buried and/or the conditions to which it has been exposed, the Cemetery cannot guarantee that it can retrieve a cremation urn or cremation container buried in a Lot or Grave. The condition of any cremation urn or cremation container disinterred may be unstable, in which case, a replacement urn may be required at the expense of the party authorizing the removal.

Removals will be completed at a day and time designated by the Cemetery.

The Cemetery may require any casket, outer container, cremation urn or cremation outer

container that has been replaced to be removed from the Cemetery for disposal. All costs shall be born by the party authorizing the Removal. Under no circumstances can a used casket be directed to a crematorium for disposal.

If Interment Rights are sold back to the Cemetery, any Monuments or Markers are to be removed before the transfer can be completed. The cost for the removal of the memorials and foundations shall be paid by the individual(s) authorizing the transfer.

The Cemetery reserves the right to disallow any witnessing of the Removal if it feels at its sole discretion that the health or safety of anyone present may be at risk.

### **3.8 Contagious Diseases:**

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

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

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

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

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

### **3.9 Pets or Other Animals:**

Only human remains shall be buried or entombed in the Cemetery.

## **4.0 MEMORIALIZATION**

### **A. General**

#### **4.1 Unstable Memorials:**

Should any memorial present a risk to public safety because it has deteriorated to the point of becoming unstable, the Cemetery shall do whatever it deems necessary by way of repairing, resetting, or laying down the memorial or any other remedy so as to remove the risk.

#### **4.2 Removal of Memorials:**

The Cemetery may remove a Marker and/or Monument, or Shudder, from any Lot or Grave, or an inscription from a Columbarium Niche if payment of the contract for the Marker, Monument or inscription is in default. Markers, Monuments or inscriptions purchased by anyone other than the Interment Rights Holder(s) may be removed by the Cemetery upon the written request of the Interment Rights Holder(s). The Cemetery reserves the right to remove at its sole discretion any Marker, Monument, or inscription which is not in keeping with the dignity and decorum of the Cemetery.

#### **4.3 Moving Corner Posts or Number Markers:**

Only the Cemetery or person(s) authorized by the Cemetery may move corner posts or number Markers.

#### **4.4 Requirements to Place an Inscription on a Memorial:**

The Cemetery requires the written consent of the Interment Rights Holder(s) and an order form detailing the inscription to be placed on the memorial prior to the placement of the inscription. Only inscriptions which, at the sole discretion of the Cemetery, are in keeping with the dignity and decorum of the Cemetery will be permitted.

### **B. Monuments**

#### **4.5 Approval of Monument Design:**

A Monument, or other structure shall be erected only after its design, dimensions, plans and specifications relative to the material, construction, proposed location, and all attachments and

sculpture are submitted to and approved by the Cemetery.

**4.6 Material and Finish of Monuments:**

All Monuments shall be constructed of granite and/or bronze material unless otherwise approved by the Cemetery

**4.7 Only One Monument or Marker to a Lot:**

Only one Monument or marker shall be erected within the Monument Space on any Lot.

**4.8 Monument Location:**

Monuments shall be centered at the head of the Lot in the designated Monument Space.

**4.9 Monument Foundations:**

Concrete Monument Foundations are required to maintain the stability of all Monuments and shall be built by a designated Contractor in the designated Monument Space at the expense of the purchaser.

**4.10 Delivery of Monuments to the Cemetery:**

No monument shall be delivered to the Cemetery for installation until the Monument Foundation has been constructed and the Interment Rights Holder(s) or marker retailer has been notified by the Cemetery.

**4.11 Size of Monument:**

The overall face area of the monument (including the Monument Diestone, Monument Base, and all parts of the monument therein) shall not exceed 15 percent of the area of the Lot. Full plot size 3'X9', double plot 6'X9'.

**4.12 Monument Bases:**

The maximum width of the Monument Base is conditional upon the width of the Lot(s) on which it is installed and the overall size of the Monument. No Monument Base shall exceed 9% (or less) of the overall area of the Lot and 75% of the width of the Lot line adjacent to where the monument is to be installed.

The minimum height of the Monument Base shall be no less than 10.16 cm (4 in) and increase commensurate with the weight of the Monument Diestone. For example:

- Monument Diestone over 1300 lbs. – 20.32 cm (8 in);
- Monument Diestone over 2600 lbs. – 25.4 cm (10 in);
- Monument Diestone over 5200 lbs. – 30.48 cm (12 in).

The maximum height of the Monument Base shall not exceed 25% of the total height of the Monument.

The bottom 10.16 cm (4 in) of a Monument Base must be of a rock-pitch finish.

The bottom of all bases must be cut level and true to facilitate their installation on the Monument Foundation.

Minor scraping of the Monument Base due to grass cutting is considered to be normal wear.

**4.13 Monument Diestones:**

The minimum thickness of a Monument Diestone is 20.32 cm (8 in). For Monuments which exceed 1.07 m (3 ft 6 in) in overall height (including the Monument Base and Monument Diestone) the thickness of the Monument Diestone must increase 2.54 cm (1 in) for every 30.48 cm (12 in) (or fraction thereof) that the overall height of the Monument exceeds 1.07 m (3 ft 6 in).

Neither the length nor width of the Diestone and no part of a Monument may exceed the length or width of the Monument Base.

A tolerance of 0.64 cm (¼ in) may be permitted over or under the approved specified dimensions.

Every Monument Diestone shall be finished on all sides, ends, and top. Rock pitch finishes are permitted provided maximum allowed specifications are not exceeded.

Unique designs for Monuments (including a boulder used as a memorial and memorial benches), which deviate from this By-law, must be submitted to and approved by the Cemetery.

**4.14 Inscriptions on the Back of Monument Diestones:**

Interment Rights Holders must understand that, in some instances, the view of surnames or designs placed on the back of the Monument could be blocked by the erection of a Monument on an adjacent Lot.

**4.15 Monument Dowelling:**

To ensure stability, all Monument Diestones, columns, etc., shall be adequately dowelled to the base unless the underside of the superstructure is of sufficient area in relation to its height. Dowels must be of a non-corrosive material not less than 1.27 cm (0.5 in) in diameter. Dowels must be inserted not less than 15.24 cm (6 in) into the base and bottom of the Monument Diestone. Dowel holes must be drilled no more than 0.64 cm (0.25 in) larger than the diameter of the dowel.

**4.16 Inserts and Emblems:**

Inserts and emblems (exclusive of pictures and photos) made of bronze, granite or stainless steel are permitted on Monuments and must be attached by means of pins or clips.

**4.17 Pictures, Etchings and Photographs on Monuments:**

The Cemetery requires the written consent of the Interment Rights Holder(s) prior to the placement of the picture, etching or photograph on the Monument. Pictures or photographs must be manufactured in a permanent, weather resistant material. Pictures, etchings or photographs of a non-permanent material will be removed and disposed of by the Cemetery without notification.

The Cemetery does not accept any responsibility or liability for the picture, photograph or Monument should a picture or photograph become lost, faded, cracked, damaged, or need to be removed.

**C. Marker**

**4.18 Marker Materials:** All Markers must be made of bronze or granite material.

**4.19 Setting of Markers:**

All Markers shall be set flush with the ground.

**4.20 Delivery of Markers to the Cemetery:**

Markers shall be delivered to the Cemetery service area as directed by the Cemetery. Unless otherwise notified by the Cemetery, Markers shall not be delivered for the period January 1 through March 31 as weather does not permit their installation on the Lot or Grave.

**4.21 Size of Markers:**

Unless otherwise specified on the Interment Rights Certificate, the following maximum size of Markers shall apply:• – shall not exceed 55.88 cm (22 in) x 55.88 cm (22 in), with cremation plots size of 2'X2', or 4 square feet. Rock pitch finishes are permitted provided maximum specifications allowed are not exceeded.

**4.22 Bronze Marker Bases:**

Bronze Markers must be attached to a concrete or granite base using a minimum of four anchor lugs prior to installation. Concrete bases must be no less than 10.16 cm (4 in) and no greater than 15.24 cm (6 in) in thickness. Granite bases must be no less than 7.62 cm (3 in) and no greater than 15.24 cm (6 in) in thickness.

Granite bases cannot exceed the size of the bronze Marker by more than 5.08 cm (2 in) on all sides. All markers must be flush to the ground.

**4.23 Photographs on Markers or Vases:**

Due to the danger of becoming damaged or broken, picture or photograph attachments are not permitted on Markers set flush with the ground or on vases.

#### **4.24 Granite Markers:**

Granite Markers shall not be less than 7.62 cm (3 in) or more than 15.24 cm (6 in) of uniform thickness throughout and must be smoothly finished on top and bottom

## **5.0 CARE AND PLANTING OF BURIAL RIGHTS**

### **A. General**

#### **5.1 Care of Burial Rights:**

Income from the Care and Maintenance portion of the Interment Right purchase is trusted in a fund and used to maintain, secure and preserve the Cemetery grounds. An example of routine maintenance services covered by the Care and Maintenance Fund include:

- Re-levelling and sodding or seeding of Lot or Graves
  - Maintenance of cemetery roads, sewers and water systems
  - Maintenance of perimeter walls and fences
  - Maintenance of cemetery landscaping
  - Maintenance of columbarium
  - Repairs and upkeep of cemetery maintenance buildings and equipment
- To the extent that income from the Memorial Care and Maintenance Fund permits, the Cemetery will stabilize, and secure Markers and Monuments within the Cemetery.  
The trimming of trees and shrubs on individual Lot or Graves, additional special services requested are at the rights holder expense.

#### **5.2 Planting Restrictions on Lots:**

Planting of trees, shrubs and flowers are not allowed.

#### **5.3 Grading of Lots and Cutting Sod:**

Only the Cemetery or contractors authorized by the Cemetery may cut or remove sod or soil or change the grading of a Lot or Grave or any surrounding area.

## **6.0 ARTICLES PLACED ON INTERMENT RIGHTS**

### **6.1 General:**

The Cemetery reserves the right to regulate the articles placed on Lot or Graves that pose a threat to the safety of all Interment Rights Holders, visitors to the Cemetery and Cemetery employees, prevent the Cemetery from performing general cemetery operations, or are not in keeping with the dignity and decorum of the Cemetery. Prohibited articles will be removed and disposed of without notification.

To assist Interment Rights Holder, the following is a sample of articles that are prohibited from being placed on Lots or Graves within the Cemetery:

- articles made of hazardous materials such as glass, ceramics, or corrosive metals;
- loose stones or sharp objects;
- trellises or arches;
- chairs or benches.

### **6.2 Temporary Wooden Crosses:**

Interment Rights Holders wishing to temporarily (one year or less) place a wooden cross on a Lot or Grave must first visit the Cemetery office and sign a temporary wooden cross agreement with the Cemetery.

Temporary wooden crosses are permitted on Graves or Lots for a maximum period of one year and must be located within the Monument Space. Temporary wooden crosses are not permitted on Graves or any form of Lot or Grave if a permanent Monument or Marker exists on the Lot or Grave.

Temporary wooden crosses must be constructed of solid wood. Laminated wood materials are not permitted as they deteriorate in inclement weather. If screws or dowels are used as fasteners they must be set flush with the wood joints and cannot protrude beyond the surface of the wood. The following are the maximum and minimum permissible dimensions for temporary wooden crosses:

- 18 inches (45.72 cm) below the ground
- 24 inches (60.96 cm) above ground
- 12 inches (30.48 cm) wide
- 2.5 inches (6.35 cm) in thickness

Temporary wooden crosses placed on a Lot or Grave without completing the temporary memorial waiver form that do not conform to the above materials and/or dimensions, or that have been placed on the Lot or Grave for a period greater than one year, may be removed and disposed of by the Cemetery without notice.

### **6.3 Candles, Incense or Flammable Articles:**

Lighted candles, incense, or other flammable articles may be placed on a Lot or Grave only when attended by an adult. Candle holders must be fully enclosed on all sides by means of a door or lid, and housed within a non-flammable, non-breakable container. Due to their hazardous nature, oil lamps are not permitted at any time. Lighted candles and incense must be extinguished prior to leaving the Lot or Grave.

Any damage caused by candles, incense or flammable articles is the direct and total responsibility of the Interment Rights Holder(s). The Cemetery does not assume any liability in this regard. The Cemetery may remove at its sole discretion, any such article and dispose of it without notification.

### **6.4 Borders, Fences and Walls:**

In order to facilitate cemetery maintenance and operations, plastic PVC edging, borders, curbs, coping, fences, railings, walls, ditches, hedges or other articles are not permitted to define the perimeter of a Lot or Grave or planting area, and will be removed and disposed of by the Cemetery without notification.

### **6.5 Fresh Cut or Artificial Flowers:**

Fresh cut or artificial flowers or potted plants must be placed in the designated planting area or in a non-breakable, non-corrosive flower vase adjacent to the memorial. Fresh cut or artificial flowers and potted plants that have become unsightly and empty flower vases that cannot be turned down into the ground in a receptacle way will be removed and disposed of by the Cemetery without notification. All flowers plastic and real need to be removed by November 1<sup>st</sup> of each year. Non corrosive plastic flower boxes are allowed, for a maximum of 90 days, or at the discretion of the cemetery based on condition of flowers.

### **6.6 Hanging Baskets:**

Hanging baskets on non-corrosive metal rods are permitted on Lot or Graves provided they are adjacent to and over-hanging the memorial. Under no circumstances may a hanging basket overhang or infringe on an adjacent Lot or Grave. Hanging baskets that become unsightly will be removed and disposed of by the Cemetery without notification.

### **6.7 Memorial Wreaths:**

Wreaths may be placed in the Cemetery only between November 1<sup>st</sup> and March 31<sup>st</sup> of each year. In order to prepare the grounds for spring, wreaths must be removed prior to April 1<sup>st</sup>. Wreaths not removed by April 1<sup>st</sup> will be removed and disposed of by the Cemetery without notification.

### **6.8 Responsibility for Articles:**

Articles placed on Graves, Lots, or Columbarium Niches, are the sole responsibility of the Interment Rights Holder(s). The Cemetery is not responsible for the loss of or damage to any articles placed within the Cemetery. Articles left on Lots or Graves during the winter months are

subject to deterioration and damage, and impede cemetery operations. It is recommended that Interment Rights Holders remove all articles and tokens of remembrance from the Lot or Grave during the winter months.

## **7.0 COLUMBARIUM NICHES**

### **7.1 Documents Required For Entombment:**

Interment Rights Holder(s) will be required to visit the Cemetery office and complete a prescribed Cemetery and written direction and authorization prior to an Entombment taking place. The owner is required to show the proof of their Interment Rights Certificate. Should the Interment Rights Holder be the deceased, direction must be provided in writing by the next of kin or Estate Executor.

### **7.2 Payment:**

Payment must be made to the Cemetery before an entombment may take place, for both Niche purchase and opening and closing costs.

### **7.3 Sealing after Entombment:**

Only the Cemetery may open and seal Niches for Entombments. This applies to the inside sealer and the niche front.

### **7.4 Niche Inscriptions and Adornments on Memorials Owned by the Cemetery:**

To ensure quality control, desired uniformity and standard of workmanship, the Cemetery reserves the right to inscribe all niche fronts. Any unauthorized adornment or emblem will be removed and disposed of without notification and at the expense of the Interment Rights Holder(s). No persons other than employees of the Cemetery shall remove or alter niche fronts. Niche inscriptions, on the Columbarium shall be of consistent letter style, method and size in keeping with the existing inscribed panels.

### **7.5 Floral Tributes from Funeral Services:**

Floral tributes from services may be placed in a designated area and will be removed and disposed of the same day. No floral tributes beyond funeral or day of entombment are allowed, inclusive of potted plants.

### **7.6 Articles not Permitted:**

Pedestals, urns, candles, vesper lights, articles of a heavy or cumbersome character, musical greeting cards, and any articles placed on the floor or ground are deemed to be prohibited articles, and shall not be allowed on or in the general vicinity of the Niche. Prohibited articles will be removed and disposed without notification.

### **7.7 Entombments:**

Entombments are allowed with the spring opening of the cemetery, May 1<sup>st</sup> pending, snow and frost removal, and satisfactory conditions of the grounds. Cemetery fall entombments will end November 1<sup>st</sup> pending winter conditions.

### **7.8 Number of Urns:**

Maximum number of urns allowed to be entombed per niche is two.

### **7.9 Size of Urn:**

Maximum size of urn allowed within a niche, (13.5H X 13.5W x 12.5D); Height 11", Width 5", Depth 10".

### **7.10 Inscription Limitations:**

Maximum number of Inscription Letters and Characters, inclusive of emblems is 90 characters.

Inscriptions will be managed by the cemetery, at a cost to the owner. There will be a charge for 2nd person dateline.

## **8.0 CONTRACTORS**

### **8.1 Contractor Pre-approval Required Before Working:**

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 office or the Trustee Designate to provide the necessary approvals before traveling to the Lot or Grave to perform the work.

### **8.2 Permission to Perform Contract Work:**

Contractors employed to erect a memorial, structure, complete landscaping, or to do any other work in the Cemetery shall report to the Cemetery office or the Trustee Designate and provide to the Cemetery the written consent of the Interment Rights Holder(s) prior to commencing their work. Such consent shall designate the location of the Burial rights and the work to be performed. The Cemetery will provide the contractor with a temporary permit to complete the work which shall be prominently displayed in the front window of the contractor's vehicle.

Contractors who begin work within the Cemetery without first obtaining all proper authorizations contained herein will be asked to leave the property.

### **8.3 Compliance with Legislation:**

Any person, firm, or corporation ("Contractors") performing any work in the Cemetery must comply with all applicable legislation including without limitation; Workers' Compensation, Occupational Health and Safety and Environmental Protection, and maintain general liability insurance of not less than \$3,000,000 ("Coverage"). Such Contractor shall provide written proof of such Coverage at the request of the Cemetery within 72 hours of a written request and prior to commencing any work within the Cemetery. Should a Contractor not be able to provide written proof of Coverage within the prescribed time limit, said Contractor shall be prohibited from completing any work within the Cemetery until written proof of Coverage has been provided to the Cemetery.

### **8.4 Cemetery By-laws Apply:**

All Cemetery By-laws apply to all Contractors and all work carried out by Contractors within the Cemetery grounds.

### **8.5 Contractor's Liability:**

Contractors will conduct their operations to prevent damage to any grounds, turf, shrubs, trees, flowerbeds, Monuments, Markers, vases, or any other article or natural feature in the Cemetery. Contractors shall lay planks on the Lots, Graves, and paths over which heavy materials are to be moved, in order to prevent damage. Any damage caused by Contractors shall be rectified by the Cemetery at the expense of the Contractors.

### **8.6 Contractor Hours of Work:**

Contractors will be permitted to complete their work during the following hours; 8:00 a.m. to 5:00 p.m. Monday through Friday, and 8:00 a.m. to 4:00 p.m. on Saturdays, subject to availability. Contractors are not permitted to work within the Cemetery during evenings, Sundays or statutory holidays. Contractors shall temporarily cease all operations if they are working within 15 metres of a funeral until the conclusion of the service. The Cemetery reserves the right to temporarily cease Contractor operations at their sole discretion if the noise of the work being performed by the Contractor is deemed to be a disturbance to any funeral or public gathering within the Cemetery.

### **8.7 Contractor Attire and Conduct:**

Contractors performing work within the Cemetery are responsible for their actions, conduct,



behaviour, and attire. Shirts with sleeves, long pants and CSA approved safety boots must be worn at all times. Contractors who fail to comply with the required attire will be asked to leave the Cemetery grounds. Contractors must also adhere to and comply with the Cemetery's Code of Conduct.

**8.8 Removal of Implements and Rubbish:**

Contractors working within the Cemetery must remove all implements, equipment and rubbish from the Cemetery at the conclusion of the work or at the end of each work day. All work sites must be secured when left unattended.