

2012

**St. James Roman Catholic Cemetery
Belleville, Ontario**

(Location: 4 Champagne Drive, Belleville, ON)

BY-LAWS

of

**ST. JAMES
ROMAN CATHOLIC CEMETERY**

(R.C.E.C. of Diocese of Kingston)

Licence #3269766

BELLEVILLE, ONTARIO



Contents

| | |
|--|----|
| Preamble..... | 2 |
| Purpose of the Cemetery..... | 2 |
| A. Definitions..... | 2 |
| B. Administration..... | 5 |
| Public Access to Information..... | 6 |
| Changes in By-laws:..... | 6 |
| Right to Re-survey..... | 6 |
| C. Sale and Transfer of Interment Rights..... | 7 |
| D. Cancellation or Resale of Interment Rights..... | 8 |
| Cancellation of Interment Rights within 30-Day Cooling-Off Period..... | 9 |
| Cancellation of Interment Rights after the 30-Day Cooling-Off Period..... | 9 |
| Resale and Transfer of Interment Rights after the 30-Day Cooling-Off Period..... | 9 |
| Resale of Interment Rights after 30-Day Cooling-Off Period..... | 9 |
| Requirements for Resale of Interment Rights:..... | 9 |
| E. Interments, Disinterments and Entombments..... | 10 |
| F. Care of Graves in General..... | 13 |
| G. Care of Graves and Flowers..... | 13 |
| H. Columbarium Niches..... | 14 |
| I. Markers - General Information..... | 14 |
| J. Upright Markers..... | 15 |
| K. Flat Markers..... | 17 |
| L. Regulations for, Contractors, Workers and Marker Dealers..... | 18 |
| Contractor:..... | 18 |
| M. Visitors..... | 19 |

Preamble

St. James Roman Catholic Cemetery is located on Lot 33, Concession 1 in the Township of Sidney, County of Hastings, Province of Ontario. It was established by the Roman Catholic Episcopal Corporation of the Diocese of Kingston in Canada and St. Michael the Archangel Church in the year 1904.

The Board of Trustees of St. James Cemetery Roman Catholic Cemetery, in the discharge of its responsibilities, appeals to the public to co-operate by following these By-laws, which have been adopted for the upkeep and improvement of the Cemetery as a becoming and respectful place for the interment of the dead.

St. James Roman Catholic Cemetery is licensed to act as a Non-profit Religious Cemetery in accordance with the Cemeteries Act of 1992.

These By-laws have been approved by the Archbishop of Kingston and by the Ministry of Government and Consumer Services (the Ministry) for Ontario.

Purpose of the Cemetery

The Cemetery is a sacred place blessed by the Church for the interment of Roman Catholics who are entitled to Christian interment according to the rules and disciplines of the Church.

Interment of non-Catholic members of a Catholic family will be permitted under certain circumstances, since the Church does not wish to separate in death those who were united in life.

A. Definitions

1. "Arrears" shall mean no rights shall be exercised, transferred or services provided unless all arrears connected with the graves have been paid in full.
2. "Base stone" shall mean the structure upon which rests the die stone.
3. "Board" shall mean the appointed Board of Trustees for St. James Roman Catholic Cemetery.
4. "Burial Permit" shall mean a permit issued by the Division Registrar indicating that the death has been registered.
5. "By-laws" shall mean the rules and regulations which govern the operation of the Cemetery.
6. "Cancellation" shall mean the Rights Holder (s) may have 30 days to cancel and have the Cemetery repurchase the Interment Rights if no Rights have yet been exercised subject to the following conditions: The Cemetery Board will repurchase grave(s) at the Fair Market Value as set out in the current Price List provided that the required documents have been received by the board.
7. "Care and Maintenance Fund" (formerly called the "Perpetual Care Fund") shall be the trust fund in which all monies received by the Cemetery for the care and maintenance of Cemetery property and markers have been invested. It is a requirement under the Funeral, Burial and Cremation Services Act, 2002 (FBCSA) and Ontario Regulation 30/11 and 184/12 (O. Reg. 30/11 & 184/12) that a prescribed amount or a percentage of the purchase price (excluding tax) of all interment and scattering rights sold, transferred, assigned or permitted; and prescribed amounts for monuments and markers, is contributed into the care and maintenance fund. If no scattering rights are sold but scattering is permitted a prescribed amount must be contributed to the fund when the scattering is conducted. Interest earned

from this fund is used to provide care and maintenance of lots, plots, markers and monuments at the cemetery.

8. "Caretaker" shall mean the person appointed by the Board of Trustees as Caretaker of the Cemetery.
9. "FBCSA" shall mean Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, C.33.
10. "Cemetery" shall mean St. James Roman Catholic Cemetery, Lot 33, Concession 1 in the Township of Sidney, County of Hastings, Province of Ontario. The land has been recognized by the registrar as a cemetery.
11. "Certificate of Interment Rights" shall mean the certificate issued by the Board to the purchaser of Interment Rights once the Interment Rights have been paid in full, specifying the ownership of the Interment Rights and associated memorialization rights and planting restrictions.
12. "Chair" shall mean the Chair of the Board.
13. "Church" shall mean the Roman Catholic Church in the Archdiocese of Kingston.
14. "Columbarium" shall mean an above-ground structure for the entombment of cremated human remains in niches.
15. "Cornerstone" shall mean any stone or other marker set flush with the surface of the ground and used to indicate the location of a grave or plot.
16. "Contract" shall mean all purchases of Interment Rights must sign a contract with the Cemetery as adopted by the Trustees and filed with the Ministry dealing obligations of both parties and accepted by the By-Laws. For purposes of these by-laws, all purchasers of interment or scattering rights, or other cemetery supplies and services must receive a copy of the contract they and the cemetery operator have signed detailing the obligations of both parties, and acknowledging receipt and acceptance of the cemetery by-laws, a copy of the Consumer Information Guide and the Price List.
17. "Crypt" shall mean a space provided for the entombment of human remains in a mausoleum.
18. "Die stone" shall mean the main component of the upright marker, that is, that which rests on the base stone.
19. "Diocese" shall mean the Archdiocese of Kingston, that is, the territory under the jurisdiction of the Archbishop of Kingston.
20. "Disinterment" shall mean the removal of human remains from the ground.
21. "Entombment" shall mean the placement of human remains in a crypt or niche.
22. "Foundation" shall mean the below-ground concrete structure upon which rests the base stone.
23. "Form of Certificate" shall mean Interment Rights shall be conveyed by such form of Interment Rights Certificates as adopted by the Trustees and filed with the Ministry.
24. "General Maintenance Account" shall mean the account for maintenance of the Cemetery and for services rendered in connection with its operation.
25. "Grave" shall mean an area for disposition of human remains. Sizes are determined by section (i.e. newer sections are metric measure). Grave replaces the word lot.
26. "Interment" shall mean the placement of human remains under ground.

27. "Interment Rights" shall mean the right to require or direct the interment or entombment of human remains in a grave, niche or mausoleum and to authorize the installation of a monument or marker.
28. "Interment Rights Holder" shall mean a person with Interment Rights with respect to a grave and includes a purchaser of Interment Rights under the Funeral, Burial and Cremation Services Act.
29. "Inurnment" shall mean the process of placing cremated remains in an urn. The urn is placed either above the ground in a niche, or below ground in a grave.
30. "Issue of the Certificate" shall mean the Interment Rights Certificate shall be issued to only one of the Rights Holder(s) and only after all arrears connected with the grave have been paid in full.
31. "Limits of Rights" shall mean the Interment Rights belong only to the persons named on the Certificate and there is no transmission of interest through death. By-Law No. D (2) limits the number and type of interments allowed in the graves.
32. "Marker" shall mean any monument, tombstone, plaque, headstone, cornerstone, or other structure or ornament affixed to or intended to be affixed to an interment grave, mausoleum crypt, columbarium niche or other structure or place intended for the deposit of human remains.
33. "Flat Marker" shall mean any marker set flush with the surface of the ground.
34. "Upright Marker" shall mean any marker projecting above the ground.
35. "Mausoleum" shall mean an above-ground structure for the purpose of entombment.
36. "Memorialization" shall mean a means of commemorating the life of a person, usually in the form of an inscribed marker.
37. "Ministry" shall mean the Ministry of Government and Consumer Services for Ontario.
38. "Niche" shall mean a compartment within a columbarium for the entombment of cremated human remains.
39. "Plan" shall mean the plan of the Cemetery, approved by the Ministry of Government and Consumer Services for Ontario.
40. "Plot" shall mean two or more graves for which the rights to inter have been sold as a unit.
41. "Price List" shall mean the schedule of fees which the Cemetery Board shall charge for the sale of interment rights and services.
42. "Price of Graves" Interment rights to graves shall be sold at prices set by the Trustees.
43. "Private Structure" shall mean a mausoleum or columbarium situated in a cemetery set aside for the interment of human remains of only those persons who are related or affiliated in a manner specified in the contract at the time the interment rights were sold.
44. "Regulations" shall mean "Regulations Made Under the Funeral, Burial and Cremation Services Act".
45. "Resale" shall mean Interment Rights may be resold in keeping with the By-Laws of St. James Cemetery.
46. "Scattering Ground" shall mean land within a cemetery that is set aside to be used for the scattering of cremated human remains. This is prohibited in St. James Cemetery.
47. "Scattering Rights" shall mean the right to require or direct the scattering of cremated human remains on the scattering grounds of a cemetery. This is prohibited in St. James Roman Catholic Cemetery.

48. "Secretary-Treasurer" shall mean the Secretary-Treasurer of the Board.
49. "Transfer of Right" shall mean if the Interment Rights of unused graves are transferred, the Right Holder(s) must notify and return the Interment Rights Certificate to the Cemetery Board before any rights are used.
50. "Transfer of Rights" shall mean if Interment Rights are transferred, the Right Holder(s) must return the Interment Rights Certificate to the Cemetery who will then issue a new Certificate to the transferee.
51. "Trust Funds" shall mean those funds which a trustee may invest, as defined in the Trustee Act, R.S.O. 1990
52. "Urn" shall mean any container used to hold cremated human remains.

B. Administration

1. Interment Rights shall be conveyed to the Interment Rights Holder by such form of certificate as may from time to time be adopted by the Board and approved by the Ministry.
2. Management and direction shall be entrusted to an appointed Board of Trustees who shall, without remuneration, supervise the operation of the Cemetery. The Board, comprised of at least three members, shall be appointed by the Pastor of the Parish, following consultation with the Archbishop of Kingston. The Board shall work in collaboration with, and under the direction of, the Pastor who shall be responsible for the Cemetery.
3. The Board shall meet at least twice each year, including the Annual General Meeting. At the Annual General Meeting, the Financial Statement shall be presented, the Price List set and matters regarding cemetery upkeep and maintenance resolved. At this meeting, the Board members shall elect from among themselves the Chair for the year and other officers as necessary. If required, additional meetings may be called by the Chair.
4. The Secretary-Treasurer shall record the minutes of the meetings and the resolutions adopted, have the care of all records and documents, and conduct all correspondence. The Secretary-Treasurer shall keep a proper record of all money transactions pertaining to cemetery operations.
5. Income received by the Cemetery shall be used exclusively for the purposes of the Cemetery.
6. The Caretaker shall have custody, under the Board of Trustees, of the Cemetery. No interment or disinterment of bodies shall take place without notice to the Caretaker, who shall see that a proper Burial Permit or other certificate required by law is furnished in each instance.
7. The Diocese, the Parish, the Board and all others responsible for the Cemetery shall not be liable for any loss or damage from causes beyond their control.
8. The Board shall take reasonable precautions to protect the property of the Interment Rights Holder, but assumes neither liability nor responsibility for the loss of any article that is placed on a grave, crypt or niche.
9. In all matters not specifically covered by these By-laws, or as special circumstances may arise, the Board of Trustees may do anything which is deemed reasonable on the premises, and such determination shall be binding upon the Interment Rights Holder and all parties concerned.
10. There shall be no rights implied or expressed except those granted to the Interment Rights Holder in these By-laws.

11. Private Property: All cemeteries are 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:

- a) Damage to Property: No one may damage, destroy, remove or deface any property in or belonging to the Cemetery;
- b) 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 Board or Cemetery Personnel.
- c) Roller Blades: The use of roller blades is strictly prohibited within the Cemetery grounds;
- d) Bicycles: to ensure the safety of our employees and visitors to the Cemetery, bicycles must be operated in a safe manner that respects the needs of families and only on cemetery roads at a speed less than 10 km/hr. Bicycle racing is strictly prohibited.
- e) Snow recreation prohibited: No one may snowboard or use sleighs, toboggans, crazy carpets, snowmobiles etc.

Public Access to Information:

The Cemetery is committed to privacy of its Interment Rights Holders. We collect, use and disclose 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 regular office hours.

Changes in By-Laws:

The Cemetery may, from time to time, change the By-laws in order to best serve the interests of its cemeteries 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 and Cremation Services Act, 2002, Ministry of Government and Consumer Services.

The Cemetery shall be governed by these by-laws, and all procedures will comply with the FBCSA and O. Reg. 30/11 and 184/12, 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 at the entrance of the cemetery; and
- C. Delivered to each supplier of markers who has delivered a marker to the cemetery during the previous year, if the by-law or by-law amendment pertains to markers or their installation.

All by-laws and by-law amendments are subject to the approval of the Registrar, FBCSA, BAO

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;

1. To resurvey, enlarge, construct a building or structure, alter, and/or diminish all or any portion of the Cemetery;
2. To lay out, establish, close, eliminate, or otherwise modify or change the location of roads, walks, or drives;

3. 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 communications lines, drains, irrigation systems, or for any other cemetery purpose provided that no Burial or sale of Interment Rights have taken place in these areas;
4. 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 to access to the Cemetery as long as the Cemetery devotes such road, drive or walk to that purpose.

C. Sale and Transfer of Interment Rights

1. Ownership of Interment Rights: Ownership of all cemetery lands remains vested with St. James Cemetery at all times. Purchase of Interment Rights acquires 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 Interment, 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. Care and Maintenance Fund: As required by Sections 166 and 168 of Ontario Regulation 30/11, a percentage of the purchase price (excluding tax) 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. Contributions to the care and maintenance fund are not refundable except when interment rights are cancelled with the 30-day cooling off period.

Income from the Care and Maintenance Fund portion of the Interment Rights 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:

- a) Re-leveling and sodding or seeding of Graves
- b) Maintenance of cemetery roads, sewers and water systems
- c) Maintenance of perimeter walls and fences
- d) Maintenance of cemetery landscaping
- e) Maintenance of mausoleums and columbaria
- f) Repairs and upkeep of cemetery maintenance buildings and equipment

To the extent that income from Memorial Care and Maintenance Fund permits, the Cemetery will stabilize, and secure Markers and Monuments within the Cemetery.

3. The Board shall be the exclusive seller of Interment Rights for the Cemetery.
4. Interment Rights may be purchased from the Board at the prices set by the Trustees, which are on file in the office of the Secretary-Treasurer.
5. Purchasers of Interment Rights shall acquire only the right and privilege of interment of the dead and of placing markers, subject to the Cemetery By-laws from time to time in force and approved by the Ministry.
6. Payment for Interment Rights shall be made at the office of the Secretary-Treasurer.
7. The Cemetery Board shall provide each Interment Rights Holder at the time of sale with:
 - a) a copy of the contract;
 - b) a copy of the Cemetery By-laws;
 - c) a copy of the BAO Consumer Information Guide
 - d) and, upon payment in full, a Certificate of Interment Rights.
8. Prices for Interment Rights and related services shall be set out in the current Price List. _____

9. The Interment Rights Holder may transfer the Interment Rights by gift, bequest or other transfer, and may re-sell the Interment Rights in keeping with the By-Laws of St. James Roman Catholic Cemetery.
10. The transfer of Interment Rights or any interest therein shall be binding upon the Board only upon the receipt of written notice by the Secretary-Treasurer, which shall include the name and address of the transferee. Upon the receipt of such notice and the return of the original Certificate of Interment Rights or predecessor easement, the Secretary-Treasurer shall record the transfer and issue a new Certificate of Interment Rights to the transferee. The administration fee for the transfer shall be as prescribed in the price list.
11. In cases of transfer of ownership of Interment Rights by will or bequest, the Board shall, for proof of ownership, reserve the right to require the production of a notarial copy of the will and letters probate, or other evidence satisfactory to the Board before recognizing the transfer. The administration fee for the transfer shall be as prescribed in the price list.
12. Disclosure of Transfer of Interment Rights. The interment right holder who transfers the rights shall provide the following information to the third party upon transferring the rights:
 - a) The interment rights certificate endorsed by the rights holder transferring the rights and by the cemetery operator.
 - b) A copy of the current cemetery by-laws
 - c) A written statement of the number of graves that have been used in the plot to which the rights relate and the number of graves that remain available.
 - d) Any other documentation in the rights holder's possession relating to the rights.
13. Interment rights holders returning interment rights in excess of 30 days and having submitted the required documents to the Cemetery shall be refunded the current price less the original Care and Maintenance amount paid.
14. The Board shall not be required to repurchase the Interment Rights for more than four graves held by the same Interment Rights Holder in a twelve-month period.
15. No refund shall be made for any grave or plot for which any Interment Rights have been exercised.
18. The Interment Rights Holder shall notify the Board of any change in mailing address.
17. Notices specified by any by-law shall be given in person or by mail to the Interment Rights Holder or the legal representative at the last postal address appearing in the records of the Board.
18. The Board may apply to the Ministry for a declaration that Interment Rights are abandoned and may re-sell Interment Rights that have been declared to be abandoned, in keeping with the FBCSA.

D. Cancellation or Resale of Interment Rights

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

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

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 cemetery operator. The cemetery operator will refund all monies paid by the purchaser within thirty (30) days from the date of the request for cancellation.

Cancellation of Interment Rights after the 30-Day Cooling-Off Period:

1. Upon receiving written notice from the purchaser of the interment rights, the cemetery operator will cancel the contract and issue a refund to the purchaser for the amount paid for the interment rights less the appropriate amount that is required to be deposited into the Care and Maintenance Fund. This refund will be made within thirty (30) days of receiving said notice. If the interment rights certificate has been issued to the interment rights holder(s), the certificate must be returned to the cemetery operator along with the written notice of cancellation.
2. If any portion of the interment rights has been exercised, the purchaser, or the interment rights holder(s) may not be entitled to cancel the contract or re-sell the interment rights.

Resale and Transfer of Interment Rights after the 30-Day Cooling-Off Period:

Interment rights holders may first offer the interment rights to the cemetery operator. If the cemetery operator does not wish to re-purchase the interment rights, the interment right may be sold to a third party for no more than the current price listed on the cemetery price list, as long as the sale or transfer is conducted through the cemetery operator and the purchaser meets the qualifications and requirements as outlined in the cemetery operator's by-laws.

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

1. Unless the interment rights have been exercised the purchaser retains the right to cancel the contract or re-sell the interment rights. Once payment for the interment rights has been made in full, and an interment rights certificate has been issued, the interment rights holder(s), as recorded on the cemetery records, has right to re-sell the interment rights. Any resale of the interment right shall be in accordance with the requirements of the cemetery by-laws and in keeping with the FBCSA.
2. If any portion of the interment rights has been exercised, the purchaser, or the interment rights holder(s) may not be entitled to re-sell the interment rights.

Requirements for Resale of Interment Rights:

1. The interment rights holder(s) intending to sell their rights shall provide the following documents to the cemetery operator so that the operator can confirm the ownership of the rights and provide the third-party purchaser with the required certificate etc.:
 - a) an interment rights certificate endorsed by the current rights holder
 - b) if the resale involves interment rights, a written statement of the number of lots that have been used in the plot and the number of lots that remain available
 - c) any other documentation in the interment rights holder(s) possession relating to the rights

2. The third-party purchaser will be provided with the following documents by the cemetery operator:
 - a) an interment rights certificate endorsed by the current rights holder
 - b) a copy of the cemetery's current by-laws
 - c) a copy of the cemetery's current price list
 - d) if the resale involves interment rights, a written statement of the number of lots that have been used in the plot and the number of lots that remain available
 - e) any other documentation in the interment rights holder(s) possession relating to the rights
3. The cemetery operator will:
 - a) require a statement signed by the rights Holder(s) selling the interment rights acknowledging the sale of the interment rights to the third party purchaser;
 - b) require confirmation that the person selling the interment rights is the person registered on the cemetery records and that they have the right to re-sell the Interment Rights;
 - c) record the date of transfer of the interment rights to the third party;
 - d) require the name and address of the third-party purchaser(s);
 - e) issue a statement of any money owing to the Cemetery Operator in respect to the Interment Rights;
4. Once the endorsed certificate and all required information has been received by the cemetery operator from the rights holder(s), the cemetery operator will issue a new interment rights certificate to the third-party purchaser.
5. Upon completion of the above listed procedures, and upon the issuance of the new interment rights certificate, the third-party purchaser or transferee(s) shall be considered the current interment rights holder(s) of the interment rights, and the resale or transfer of the interment rights shall be considered final in accordance with the cemetery by-laws and the FBCSA.
6. The cemetery operator may charge an administration fee for the issuance of a duplicate certificate in accordance with the price listed on the cemetery operator's current price list.
7. The cemetery operator does not prohibit the resale of an interment rights and may repurchase the interment rights from the rights holder(s) if the cemetery operator so desires and may negotiate a purchase price so long as the seller acknowledges being aware of the cemetery operators current price list amounts for interment rights.

E. Interments, Disinterments and Entombments

1. Winter interments shall take place unless weather and or safety do not permit.
2. No more than one interment shall be made in any single grave except:
 - a) for up to four cremated human remains;
3. Remains to be interred in a grave shall be enclosed and sealed securely in a container of sufficient strength to permit interment with the container remaining intact. The container shall be of a size to permit interment within the dimensions of the grave.

4. Interments shall be authorized in writing by the Interment Rights Holder, the legal representative or the heir-at-law.
5. When Interment Rights in a grave or plot are held jointly by two or more persons, an order for interment shall be accepted from either or any of them or from their legal representative.
6. Those ordering the interment shall be held responsible for charges incurred.
7. The following documents are required to exercise Interment Rights in the Cemetery: Burial Permit issued by the Division Registrar showing that the death has been registered or in case of cremation a Certificate of Cremation must be deposited with the Caretaker before an interment may take place, a Certificate of Interment Rights or predecessor easement, and Order for Interment. Additionally, the following documents may be required: Authorization Document, when the legal representative or the heir-at-law is exercising Interment Rights, and Removal Order, when necessary.
8. The interment fee payment, as prescribed in the Price List, shall be deposited with an official of the Board before the interment or entombment shall take place.
9. The interment fee shall include the opening and closing of the grave and the registration of the interment.
10. No grave shall be opened for interment or disinterment by any person not in the employ or under the direction of the Board, except under special circumstances and by permission of the Board.
11. The Caretaker or other person employed by or representing the Board shall supervise each interment.
12. A written statement with the name, place of birth, late residence, age and date of death of the person to be interred, and the name of the funeral director or transfer service shall be provided to the Board prior to the interment. As well as the name and address of the crematorium where applicable.
13. Disinterment shall not be permitted without the written consent of the Medical Officer of Health and of the Interment Rights Holder, except on an order from the Court or as provided in the FBCSA, s. 102.1.
14. No person shall remove human remains from the Cemetery unless a certificate of a Medical Officer of Health or of the Board, confirming compliance with the FBCSA, is affixed to the container. It is to be noted that this does not apply to cremated human remains. A Burial Permit under the Vital Statistics Act is not required to reinter human remains that have been disinterred in accordance with the FBCSA.
15. The Board shall exercise all due care in making interments and disinterments but shall not be responsible for damage sustained to any casket, urn or other container during disinterment.
16. The Board shall reserve the right to correct at its expense any error that may be made by it in making interments or disinterments, or in the description, conveyance or transfer of any Interment Rights. The Board may cancel such conveyance and substitute and convey in lieu thereof other Interment Rights of equal value and similar location, as far as possible, or may refund all monies paid on account of such purchase. Notice of such correction shall be given to the Interment Rights Holder. If unable to be delivered personally, notice shall be provided by mail to the Interment Rights Holder or legal representative at the last appearing address in the record books of the Cemetery. In the event that any such correction involves the disinterment of human remains, the Cemetery shall obtain the approval of the Medical Officer of Health and the consent of the Interment Rights Holder.
17. In the event that the depth of soil is found to be insufficient for interment, the Board shall reserve the right to substitute and convey in lieu thereof other Interment Rights of equal value and similar location, as far as possible.

18. Notice of interment shall be given to the Secretary-Treasurer at least 48 hours in advance in writing. The Board shall not be responsible for the preparation of graves without such notice.
19. Interment shall be permitted between the hours of nine o'clock in the forenoon and three o'clock in the afternoon or at other times by permission of the Board. Interment shall not be permitted on Sunday or Statutory Holidays (except on a doctor's certificate that burial must be made with 24 hours of death in accordance with the regulations of the Ontario Ministry of Health for control of communicable diseases).
20. Additional charges apply to full body interments and interment of cremated remains interred on Saturdays after 12:00 noon and shall be as prescribed in the Price List.
21. Due to the increasing use of oversized outer containers, the Board shall not assume responsibility for reduction of the number of grave openings that may be made in any plot.
22. Funeral processions within the Cemetery shall follow the designated route.
23. Committal services shall be in keeping with the teachings of the Church. Committal services for Roman Catholics shall be conducted by Roman Catholic clergy, or their delegates, with the prior approval of the Pastor concerned. Non-Catholic committal services shall have the prior approval of the Pastor concerned.
24. The Board shall permit within the Cemetery only those activities and insignia approved by the Church.
25. To ensure safe conditions are maintained at all times, families are not permitted to watch the opening or closing of a Grave.
26. 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, an Interment 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.
27. The Cemetery retains the right of passage over every plot or grave so that cemetery operations may be performed effectively.
28. The Cemetery retains the right to temporarily relocate a monument or marker so that cemetery operations involving the opening and closing of a grave may be performed.
29. The opening of a 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.
30. Funeral flowers, delivered to the Cemetery at the time of Burial, will remain on the grave and will be removed and disposed of by the Cemetery when they are wilted.
31. Removal of caskets, containers or cremated remains will be completed at a day and time designated by the cemetery.
32. 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 borne by the party authorizing the removal. Under no circumstance can a used casket be directed to a crematorium for disposal.
33. 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 foundation shall be paid by the individual (s) authorizing the transfer.

34. 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.
35. Scattering of Cremated Remains is prohibited.

F. Care of Graves in General

1. Graves for which Interment Rights have been sold or assigned shall be maintained and kept properly graded, seeded and mowed by the Board.
2. Borders, fences, railing, cut-stone coping and hedges in or around graves shall be prohibited. Shrubs or trees should be planted only at the side of the monument, not on the corners of the graves. Consult the Manager about permanent plantings of this type. Perennial flowers, thorny shrubs and trees other than dwarf varieties are not desirable, and plantings which are, or may become detrimental to maintenance and appearance of the grounds will be removed if the owner has failed to remove such items.
3. The Board shall not be responsible for the loss of, or damage to, articles left upon a grave.
4. Nails, wires, wooden crosses, and articles of glass, pottery or any other material which, when neglected or broken, may create a hazard to workers or visitors shall not be permitted.
5. Articles which are detrimental to efficient maintenance or which constitute a hazard to machinery, employees or visitors, or which are unsightly or do not conform with the natural beauty or design of the Cemetery, shall be removed. If the articles have any value, the Interment Rights Holder shall be notified, where possible. Articles not collected by the Interment Rights Holder within 30 days shall be discarded.
6. Work done upon a grave shall be with the permission of the Caretaker.
7. Implements or materials used within the Cemetery shall be removed without delay by those responsible and, if this is not done, the Caretaker may remove the same at the expense of those responsible.
8. Rubbish shall not be thrown on roads, walks or any part of the Cemetery grounds, but shall be removed from the Cemetery or deposited in the waste receptacles located on the grounds.
9. The grading of the grave or plot shall not be changed without the authorization of the Board and, in the case of any such change; the Board may restore the grave to its original grade at the expense of those responsible for the change.
10. Trees and shrubs already situated on a grave which have become, by means of their roots, branches or in any other way, detrimental to the adjacent trees, graves, drains, roads or walks, or prejudicial to the general appearance of the grounds, or inconvenient to the public, may be removed from the grave in whole or in part.
11. No unauthorized person shall sod or move corner posts or grave markers.

G. Care of Graves and Flowers

1. Artificial flowers shall be permitted during the natural growing season. Saddle wreaths are permitted year-round but must be fastened to the monument.
2. The permanent installation of vases and candleholders shall not be permitted.

3. Vases, containers, wreaths or flowers which are left beyond the designated time, or which become unsightly, or which interfere with grass cutting, may be removed by the Caretaker. If the articles have any value, the Interment Rights Holder shall be notified, where possible. Articles not collected by the Interment Rights Holder within 30 days shall be discarded.
4. The Board shall not be liable for vases, containers, wreaths or flowers placed on Cemetery property.
5. No glass containers are permitted at any time.

H. Columbarium Niches

1. Payment must be made to the Cemetery before an Entombment may take place.
2. Sealing after Entombment: Only the Cemetery may open and seal Niches for Entombments. This applies to the inside sealer and the Niche front.
3. 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 emblems will be removed and disposed of without notification and at the expense of the Interment Rights Holder(s). No person other than employees of the company shall remove or alter niche fronts.
4. Floral Tokens from Funeral Services: Floral tokens from services may be placed in a designated area and will be removed and disposed of the same day.
5. Floral Tokens in Outdoor Niches: Artificial and fresh cut flowers in vases attached to Niches are not permitted.
6. Articles Not Permitted: Pedestals, urns, candles, vesper lights, articles of a heavy or cumbersome character, musical greeting cards, and any article 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. Niches will only be opened and closed for an entombment.
8. The Caretaker of the Cemetery, or a designate, shall be in attendance at each entombment.

I. Markers - General Information

1. The Board shall reserve the right to determine the size of markers and the location of markers on each grave or plot.
2. Those intending to install a marker in the Cemetery shall pay to the Secretary-Treasurer the appropriate amount for the Care and Maintenance Fund, as prescribed by the Cemeteries Act, prior to the installation of the marker. The amounts designated by the Cemeteries Act and Regulations are as follows:
 - a) in the case of installing a flat marker measuring at least 439 square centimetres (173 square inches), \$50.00;
 - b) in the case of installing an upright marker measuring 121.92 centimetres (4 feet) or less in height and 121.92 centimetres (4feet) or less in length, including the base, \$100.00

- c) in the case of installing an upright marker measuring more than 121.92 centimetres (4 feet) in length, including the base, \$200.00.
3. Markers shall not be delivered to the Cemetery without prior receipt by the Board of a Request for Marker Installation form containing the following information:
 - a) Name and address of the Interment Rights Holder;
 - b) In the case of an upright marker:
 - i. dimensions of the die stone (height, width, thickness),
 - ii. dimensions of the base stone (height, width, thickness),
 - iii. description of the marker;
 - c) In the case of a flat marker, dimensions and description of the marker;
 - d) Instructions for the placement of the marker.
 - e) Markers must be constructed of cut stone, granite or marble. Artificial stone and concrete are forbidden.
4. No marker or other structure shall be placed in or upon a grave or plot until accrued charges have been paid in full.
5. No marker, footstone or memorial of any kind shall be placed, moved, altered or removed without authorization from the Board.
6. The Board shall take reasonable precaution to protect the property of the Interment Rights Holder, but shall assume no liability nor responsibility for the loss of, or damage to, any marker, except where such damage or loss is due to its own negligence.
7. A marker, memorial or other structure which becomes unsightly or dangerous may be repaired, reset or laid down by the Board to ensure the safety of the public and to preserve the dignity of the Cemetery.
8. The Interment Rights Holder shall be notified by the Board in writing, where possible, when a marker, memorial or other structure on the grave or plot of the Interment Rights Holder is to be repaired, reset or laid down.

J. Upright Markers

1. There shall not be more than one upright marker on any grave. Upright markers are to be centred on 2 or 3 graves.
2. The upright marker shall be placed at the head of the grave or the place reserved for it, unless adjoining (end-to-end) graves or plots are owned by the same Interment Rights Holder, in which case both sides of the die stone may be used for inscription.
3. The die stone and base stone shall be constructed of granite.
4. The maximum height of the upright marker (die stone and base stone) shall be 48 inches, unless additional height is approved by the Board.
6. The minimum thickness of the die stone shall be 15.24 centimetres (6 inches) for upright markers not exceeding 86.36 centimetres (34 inches) in height; 20.32 centimetres (8 inches) for upright markers exceeding 86.34 centimetres (34 inches) but not exceeding 106.68 centimetres (42 inches) in height, and 25.4 centimetres (10 inches) for upright markers exceeding 106.68 centimetres (42 inches) but not exceeding 111.76 centimetres (44 inches) in height.

6. The die stone shall be installed on a base stone. The height of the base stone shall be a minimum of 20.32 centimetres (8 inches) for die stones exceeding 30.48 centimetres (12 inches) in height. The top surface of the base stone shall be both wider and thicker than the die stone to provide a projection of at least 5.08 centimetres (2 inches) around the perimeter of the die stone. The top and bottom of the base stone shall be smooth sawn.
7. A tolerance of 0.13 centimetres (0.5 inches) shall be permitted in the dimensions of markers.
8. The width of the base stone on a single grave shall not exceed 75 percent of the width of the grave. The width of the base stone on a double grave or larger shall not exceed 75 percent of the width of the plot.
9. Minor scraping of the base stone due to the grass mowing operation shall be considered by the Board to be normal wear.
10. The die stone of markers 0.1524 metres (6 inches) in thickness and the die stone of markers 20.32 centimetres (8 inches) or more in thickness and less than 76.2 centimetres (2 feet, 6 inches) in width and 60.96 centimetres (2 feet) in height shall be adequately dowelled to the base stone. The dowel pin shall be of a non-corrosive, coarse-threaded material (e.g. stainless steel, bronze), not less than 0.317mm (0.5 inches) in diameter. The dowel hole shall be drilled no more than 0.3175 centimetres (0.125 inches) larger than the diameter of the dowel pin. The dowel pin shall be inserted not less than 15.24 centimetres (6 inches) into the base stone and the die stone, and shall be set in a dry mode.
11. Free-standing crosses and statues shall be secured to the die stone or base stone by a minimum of two dowel pins, which shall be epoxied in place.
12. Upright markers shall have no uncovered vertical joints.
13. Foundations for markers shall be built by or for the Board at the expense of the Interment Rights Holder.
14. The foundation shall be installed in the designated space and in the specified dimensions. If incorrect dimensions have been given on the Request for Marker Installation form, the foundation shall be removed and rebuilt by the Cemetery at the expense of the Interment Rights Holder. The foundation shall be the greatest of 122.00 centimetres (4 feet) in depth or the full depth of the grave. The foundation shall be set at the direction of the Board.
15. Foundation technical specifications shall be as follows:
 - a) The required concrete mix for the foundation shall be 20.5 MPa (3000 psi), maximum 75 millimetres (3 inches) slump, maximum 20.32 centimetres (0.8 inches) aggregate and 6% +/- 1% air entraining agent.
 - b) Concrete shall be placed only following approval by the Board of the grades and after the removal of all loose material from the grade. The placement shall commence at the low point in the grade and the concrete shall be thoroughly consolidated to eliminate all air pockets. Concrete shall not be placed to overlap concrete that is partially set.
 - c) The dimensions of the bottom of the foundation shall be at least equal to the dimensions of the top of the foundation.
 - d) The dimensions of the top of the foundation shall be at least equal to the dimensions of the base stone.
 - e) The top surface of the foundation shall be level, with a tolerance of 2 millimetres (0.06 inches).
 - f) The surface of the foundation shall be flush with the surrounding ground level.
 - g) The foundation shall be shored with braced plywood forms where soil conditions warrant and the top edges of the foundation shall be formed.
 - h) Conditions such as clay, underground water and filled land may require a floating type of foundation over 20.32 centimetres (0.8-inch) clear, crushed stone.

- i) The finished concrete shall be cured for a minimum of 48 hours before the marker is placed, and shall be protected during curing by being covered completely. Defective areas of the foundation shall be repaired to the satisfaction of the board.
 - j) A proper bonding agent and re-bar shall be used when it is necessary to add to an existing foundation.
 - k) The grave or plot upon which foundation work is executed shall be returned to a condition satisfactory to the Board and at the expense of the contractor.
 - l) The contractor shall be under the supervision of the Board.
16. Upright markers shall be set by or for the Board, at the expense of the Interment Rights Holder and upon payment of the fee prescribed in the Rate of Tariffs.
17. Marker inscriptions shall be in keeping with the dignity and decorum of the Cemetery.
18. Book or pillow markers shall not be allowed in the Cemetery.
19. The marker of a Canadian or Allied veteran or for a Commonwealth war interment shall not be altered or moved without the agreement of the Federal Department of Veterans Affairs, the Commonwealth War Graves Commission or such other authority as is prescribed by statute. This shall apply only where the Federal Department of Veterans Affairs has contributed to the cost of the interment.

K. Flat Markers

1. Flat markers or footstones of bronze or granite are permitted with size and quantity restrictions according to the section of the Cemetery and the regulations deemed necessary as per the size of the grave or plot. Flat markers shall be placed such that they do not interfere with future interments.
2. Flat markers shall be flat on top and set flush with the ground. Flat markers shall be placed such that they do not interfere with future interments.
3. The maximum dimensions of flat markers shall be as follows:
 - a) infant/child grave, 25.00 centimetres (10 inches) by 41.00 centimetres (16 inches);
 - b) cremation grave, 45.72 centimetres (18 inches) by 60.06 centimetres (24 inches);
 - c) single grave, 35.56 centimetres (14 inches) by 60.06 centimetres (24 inches);
 - d) double grave and larger, 45.72 centimetres (18 inches) by 121.92 centimetres (48 inches).
4. One flat marker and one upright marker, or two flat markers, shall be permitted on each grave, and one shall be at each end of the grave.
5. The flat marker at the foot of the grave shall not exceed 35.56 centimetres (14 inches) by 60.96 centimetres (24 inches).
6. The minimum thickness for all flat markers including footstones is 4 inches. A 4-inch granite border on all sides of the marker is allowed, provided the border is included in the overall dimensions.
7. Flat markers shall be set by or for the Board, at the expense of the Interment Rights Holder and upon payment of the fee prescribed in the Rate of Tariffs.
8. The installation of flat markers shall be within 30 days of acceptance by the Board, if suitable conditions exist. The storage of flat markers during winter months shall not be permitted. The delivery of flat markers shall be within the normal working hours of the Cemetery.

L. Regulations for, Contractors, Workers and Marker Dealers

Contractor:

1. **Contractors Pre-approval Requirement Before Working:** Any contract work to be performed with 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 detail specification 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 and provide the necessary approvals before traveling to the grave to perform work.
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 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.
3. **Contractors who begin work within the Cemetery without first obtaining all proper authorization contained herein will be asked to leave the property.**
4. **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 \$5,000,000 ("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.
5. **Cemetery By-laws Apply:** All Cemetery By-laws apply to all Contractors and all work carried out by Contractors within the Cemetery Grounds.
6. **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 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.
7. **Contractor Hours of Work:** Contractors will be permitted to complete their work during the following hours; 8:00 a.m. to 4:00 p.m. Monday through Friday, and 8:00 a.m. to 12:00 noon. on Saturdays. Contractors are not permitted to work within the Cemetery during evenings, Sundays, Good Friday, Holy Saturday or Statutory Holidays.
8. **Contractors shall temporarily cease all operations if they are working within 100 metres of a funeral until the conclusion of the service. The Cemetery reserves the right to temporarily cease Contractor operations at their sole discretion if the noise of the work being performed by the Contractor is deemed to be a disturbance to any funeral or public gathering within the Cemetery.**
9. **Contractors Attire and Conduct:** Contractors performing work within the Cemetery are responsible for their actions, conduct, behavior, and attire. Appropriate safety attire 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.

10. 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 day. All work sites must be secured when left unattended.
11. Markers shall be delivered to the Cemetery only after the Request for Marker Installation form, as specified in section I (3), has been presented to the Board.
12. Marker dealers shall indicate the date by which the foundation is required, which shall be at least 15 days following the date of notice.
13. The marker shall not be delivered to the Cemetery until the foundation is completed and the Board is ready to proceed with the installation.
14. In the case that the marker is to be installed by the marker dealer, the marker dealer shall give at least five days notice to the Board. The installation of the marker shall be supervised by the Board.
15. Marker dealers and contractors shall provide Workers Compensation coverage and adequate liability insurance when performing work in the Cemetery.
16. The demeanour of workers employed by others in the Cemetery shall be subject to the supervision of the Board.
17. Work shall be done during regular Cemetery hours, unless by special permission of the Caretaker.
18. Work shall not be commenced on Saturday that cannot be finished, and the litter and debris removed, by the hour of noon of that day.
19. Heavy loads shall not be permitted in the Cemetery when the roads are in an unfit condition.
20. No marker dealer shall park on the grass unless directed to do so by the Caretaker.
21. Contractors, masons and stone-cutters shall lay planks on the graves and paths over which heavy materials are to be moved to protect the surface from damage.
22. The installed marker shall not be moved or removed without written permission from the Board.
23. There shall not be a variance of more than 0.5 inches in the dimensions of the die stone and base stone provided on the work order and the dimensions of the die stone and base stone delivered.
24. Implants and materials used in the performance of any work shall be placed where the Caretaker may direct, and rubbish and surplus earth shall be removed when, to where and in such manner as the Caretaker may order. In the case of non-compliance, the obstructions will be removed and the expense charged to the marker dealer or contractor.

M. Visitors

1. Visitation shall be permitted at the Cemetery during the prescribed open hours.
2. Visitors shall respect the sacred nature of the Cemetery.
3. Children under the age of 16 years shall not be admitted to the Cemetery grounds unless accompanied by an adult, who shall be responsible for their good conduct.
4. Pets and Service Animals shall be permitted on the Cemetery grounds, provided they are on a leash and under control of the owner at all times.

5. Parades and assemblies other than funeral processions shall not be permitted on the Cemetery grounds without prior authorization from the Board.
6. The partaking of food and beverages on the Cemetery grounds shall not be permitted.
7. Vehicles on the Cemetery grounds shall be driven at a rate of speed not exceeding 15 km/hr and shall not leave the designated roadways unless directed to do so by the Caretaker.
8. All-terrain vehicles, snowmobiles and similar vehicles shall not be permitted on the Cemetery grounds.
9. Owners and drivers of vehicles shall be responsible for damage inflicted by their vehicles while on the Cemetery grounds.
10. The discharge of firearms, except at interment services for which permission has been granted by the Board, shall be prohibited on the Cemetery grounds.
11. Rubbish shall be placed in the appropriate receptacle and shall not be thrown on the Cemetery grounds.
12. A person disturbing the quiet and good order of the Cemetery or who otherwise violates these by-laws shall be expelled from the Cemetery grounds.
13. A person who, on the Cemetery grounds, damages or moves any tree, plant, marker, fence, structure or other things usually erected, planted or placed in a cemetery is liable to the Board and to Interment Rights Holders whose property, as a result, incurs damage.
14. Complaints by Interment Rights Holders or visitors shall be made to the Board and not to workers on the Cemetery grounds.
15. The Caretaker and other representatives of the Board shall be authorized to preserve order and decorum on the Cemetery grounds.
16. The sale or solicitation of goods and services, or the posting of signs, notices or advertising of any kind shall not be permitted on the Cemetery grounds without the prior authorization of the Board.

* * * *