



Cemetery By-Laws

St. James Anglican Cemetery Kemptville, Ontario

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

St. James Anglican Cemetery has been the burying ground for the Anglican community living and related to those living in this community since the early 19th century.

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1.0 Location and Contact Information

1.1 Location. The 'St. James Anglican Cemetery' (the 'Cemetery') is located at 35 Clothier Street West, Kemptville Ontario.

1.2 Contact Information. Requests for information or other enquiries may be directed to any of the following:

- a. Telephone: 613-258-2562 (Answering Machine),
- b. E-mail: cemetery@stjameskemptville.com, or
- c. St. James Anglican Church Cemetery, 35 Clothier St. W., PO Box 74, Kemptville, Ontario K0G 1J0.

1.3 Operations. St. James Anglican Cemetery (the 'Cemetery') is operated by St. James Memorial Anglican Church ('St. James') under the Canons of the Incorporated Synod of the Diocese of Ontario. The Churchwardens of St. James Memorial Anglican Church are responsible for the operation of the Cemetery in accordance with the Canons of the Diocese and the regulations promulgated by the Bereavement Authority of Ontario.

1.4 Contracting Authority. As the Contracting Authority for St. James and the Cemetery, the Churchwardens are directly responsible for providing the following information, documentation and records maintenance in accordance with Funeral, Burial and Cremation Service Act, 2002: "FBCSA", Ontario Regulation 30/11 (General): "O. Reg 30/11", Ontario Regulation 184/12 (Care and Maintenance Exemptions and Miscellaneous Charges): "O. Reg 184/12" and Ontario Regulation 306/16 (Code of Ethics): "O. Reg 306/16" as outlined in the BAO Compliance Self-Evaluation Checklist for Cemetery Operators:

- a. price list availability and accurate and up-to-date information on cemetery prices,
- b. contracts in accordance with contractual requirements of the BAO for Interments and prepaid contracts funded by trust,
- c. other documentation including a general plan of the cemetery, Interment Rights Certificates, Bylaws and a Public Register,
- d. record keeping including 'at need' and prepaid files, records of interments and cremated remains and file retention,
- e. compliance with Trust Fund Requirements including annual reporting,
- f. compliance with the Care and Maintenance (C&M) Trust Fund including annual reporting, and
- g. website compliance.

1.5 Maintenance. Maintenance of the Cemetery is delegated by the churchwardens to the Cemetery Board (the 'Board'). The Board is delegated the following duties and responsibilities including:

- a. maintenance of the burying grounds, including all lots, structures and markers that ensures the safety of the public and the preservation of the dignity of the cemetery,
- b. ensuring that all buildings are at least 15' (4.5 m) away from any in-ground grave and that any new graves maintain the same separation,
- c. providing reasonable accessibility to the burying grounds by the public,
- d. repairing, resetting or laying down of any marker which may pose a risk to public safety resulting from instability,
- e. provision of appropriate legible signage for the cemetery grounds, and
- f. maintenance of a general plan of the cemetery.

2.0 Definitions

2.1 Definitions Specific to the Cemetery. The following terms as they apply to St. James Anglican Cemetery are defined as follows:

- a. **Burial/Interment:** means the opening of a lot (see also grave, lot and plot below) the interment of dead human or cremated human remains in that lot, followed by closing the lot,
- b. **By-Laws:** means the rules and regulations contained herein are those under which the Cemetery operates,
- c. **Care and Maintenance Fund:** means The FBCSA, O. Reg. 30/11 and O. Reg. 184/12 require that an amount of money, that is the greater of a minimum prescribed amount and a percentage of the purchase price (excluding tax) of all interment and scattering rights sold, transferred or assigned; and prescribed amounts for monuments and markers, be contributed into the operator's care and maintenance trust fund. Interest earned from this Care and Maintenance Fund is used to cover the costs of care and maintenance of the cemetery, including markers and monuments, in perpetuity.
- d. **Casket:** means the container intended to hold a dead human body for funeral, cremation or interment purposes and that is not a vault, burial container or a grave liner,
- e. **Cemetery Board:** means the volunteer organization outlined in Section 1.5, and responsible for the day-to-day maintenance of the cemetery proper under the direction of the Board Chair,
- f. **Churchwardens:** means the contracting authority of St. James Memorial Anglican Church outlined in Section 1.4, and which is responsible for the sale by contract of 'graves' and 'plots' in the cemetery in accordance with Diocese of Ontario Canons and the Funeral, Burial and Cremation Services Act, 2002 (FBCSA) administered by the Bereavement Authority of Ontario and these by-laws,
- g. **Contract:** means the signed agreement between the Cemetery and the purchaser. All purchasers of interment or other cemetery supplies or services must receive a copy of:
 - 1. the contract they and the Cemetery have signed detailing the obligations of both parties, and acknowledging receipt and acceptance of the cemetery by-laws;
 - 2. the Interment Rights Certificate;
 - 3. a current price list which is maintained on the St. James Anglican Church website at www.stjameskemptville.com;

4. a copy of the Consumer Information Guide; and
5. a copy of the cemetery by-laws,
- h. **Cornerstones:** means stone markers, either 4" (10cm) x 4" (10cm) or 6" (15cm) x 6" (15cm) with a minimum thickness of 4" (10cm) used to mark the outside edges of a cemetery lot or plot and suitably engraved (See also paragraph 6.1),
- i. **Flat Marker:** means a smaller stone monument designed to be installed at ground level and suitably engraved (See also paragraph 6.1),
- j. **Footstone:** means a stone marker, usually 6" (15cm) x 12" (30cm) with a minimum thickness of 4" (10cm) placed at the foot of a grave and suitably engraved (See also paragraph 6.1),
- k. **Grave:** means any inground burial space containing, or intended for the interment of a child, adult or cremated human remains (See also 'lot' below),
- l. **Headstone:** means a monument stone placed at the head of a grave (See also paragraph 6.1 below),
- m. **Human Remains:** means a dead human body or the remains of a cremated human body,
- n. **Interment Rights:** means the right to require or direct the interment of human remains or cremated human remains in a grave or lot and to authorize the installation of a monument or marker,
- o. **Interment Rights Certificate:** means the document issued by the Cemetery to the purchaser once the interment rights to a specific lot have been paid in full, identifying ownership and authority over those specific interment rights,
- p. **Interment Rights Holder:** means the person(s) authorized or entitled to inter human remains in a specified lot. They may be the person named in the Interment Rights Certificate or such other person to whom the rights have been assigned,
- q. **Lot (Casket):** means a single grave space (8' (2.44m) x 3' (0.91m)) containing, or set aside to contain, interred human remains in a casket or up to six (6) cremation containers or urns,
- r. **Lot (Cremation):** means a single grave space (2.5' (0.76m) x 3' (0.91m)) containing, or set aside to contain, interred human remains in a cremation container or urn,
- s. **Marker:** means any permanent memorial monument, headstone, footstone, cornerstone affixed or intended to be affixed to a burial lot and used to indicate the location of a burial,
- t. **Monument:** means a cremation monument or memorial stone placed on a grave in remembrance of a person usually engraved with some degree of biographical

information, and

- u. **Plot:** means two (2) or more lots in respect of which the rights to interment have been sold as a unit.

3.0 General Information

3.1 Eligibility for Use of the Cemetery. The Cemetery is primarily for use by past and present members of the Congregation of St. James Memorial Anglican Church and their families, those individuals with family already interred in the Cemetery or any other past or present member of the Anglican Church of Canada. However, any individual residing within North Grenville may petition St. James Anglican Church to consider a request for the purchase of a plot within the cemetery. A rationale for choosing the Cemetery must be presented, and the Incumbent and Churchwardens will provide a decision on the request.

3.2 Hours of Operation. The Cemetery operates on the following schedules:

- a. Visitation Hours: Visitors are welcome to visit the cemetery during the daylight hours from 1 May to 30 November every year unless otherwise posted,
- b. Office Hours: Office hours are by appointment only. Contact information for the Cemetery can be found in Section 1.0 - paragraph 1.3, and
- c. Burial Hours: Monday to Friday 9:00 AM to 4:00 PM between mid-May and mid-November. No burials shall take place in the winter months or when the board determines the cemetery grounds could be harmed by the burial. (Burials outside these hours may be possible upon special request and additional fees may apply.)

3.3 General Conduct. Cemetery operations and management of land within the cemetery grounds is vested in the Board. No person may damage, destroy, remove or deface any property within the Cemetery. All visitors should conduct themselves in a quiet manner and should not disturb any service being held.

3.4 Liability. Neither St. James nor the Board will be held liable for any loss or damage, without limitation (including damage by the elements, Acts of God, or vandals) to any lot, plot, monument, marker, or other article that has been placed in relation to an interment, save and except for direct loss or damage caused by gross negligence of St. James or the Board.

3.5 Pets or Other Animals. Pets or other animals, including cremated animal remains, are not allowed to be buried on cemetery grounds, including but not limited to inclusion with human remains.

3.6 Right to Re-survey. The Cemetery has the right at any time to re-survey, enlarge, diminish, re-plot, change or remove plantings, grade, close pathways or roads, alter in shape or size, or otherwise change all or any part of the cemetery, subject to approval of the appropriate authorities and consent from the Registrar, FBCSA, BAO, where necessary.

3.7 Public Register. As required by the FBCSA, all cemetery operators must maintain a public register that is available to the public for review during regular office hours or by appointment.

3.8 By-law Amendments. The cemetery shall be governed by these by-laws, and all procedures will comply with the FBCSA and O. Reg. 30/11 and 184/12, which may be amended periodically. All by-laws and by-law amendments are subject to the approval of the Registrar, FBCSA, BAO and do not come into force until approval is received.

3.9 Correction of Interment Errors. In case of an error made by the cemetery operator during an interment, disinterment or removal, or in the transfer of any interment rights for a lot, plot, crypt or niche, the cemetery operator reserves the right to correct the error, and will take the following action, in consultation with the interment rights holder or their authorized representative that:

- a. in the case of a transfer of interment rights, cancel such transfer and substitute and grant in lieu thereof other interment rights such as lot, plot, crypt or niche of equal or greater value and similar location as far as is reasonably possible and as may be selected by the cemetery operator, in its sole and absolute discretion, or refund a portion or all the money paid on account of the purchases of said interment rights, as shall be determined by the cemetery operator, and
- b. in the event of any such error that may involve the interment or disinterment or removal of the remains of any person or persons in any lot, plot, crypt or niche, the cemetery operator, upon written notification of the interment rights holder and the Medical Officer of Health, as necessary, may disinter and re-inter the remains in such other lot, plot, grave, crypt or niche of equal or greater value and similar location as may be substituted and granted in lieu thereof.

4.0 Purchase, Cancellation or Resale of Interment Rights

- 4.1 Purchase of Interment Rights.** Purchasers of interment rights acquire only the right to direct the burial of human remains and cremated human remains, and the installation of markers in accordance with the conditions set out in the cemetery by-laws. No burial, or installation of any form of 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.
- 4.2 Cancellation of Interment Rights within 30-Day Cooling-Off Period.** A purchaser has the right to cancel a contract for interment rights 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. However, if any portion of the interment rights purchased in this contract have been exercised, the contract is deemed to have been fulfilled, and the rights holder no longer has the right to cancel the contract and receive a refund for the rights purchased.
- 4.3 Cancellation of Interment Rights after the 30-Day Cooling-off Period.** Upon receiving written notice from the purchaser of the interment rights, the Contracting Authority will cancel the contract and issue a refund to the purchaser for the amount paid for the interment rights minus the appropriate amount that is required to be deposited into the Care and Maintenance Fund (see paragraph 4.6 below). 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 along with the written notice of cancellation. If any portion of the interment rights have been exercised, the purchaser, or the interment rights holder(s) are not entitled to cancel the contract or re-sell the interment rights.
- 4.4 Re-Sale of Interment Rights.** The Cemetery prohibits the re-sale of interment rights to a third party. If the interment rights holder wishes to cancel their interment rights contract after 30 days, the cemetery operator will refund/repurchase the interment rights at the price listed on the current price list, less any care and maintenance contribution amount previously paid. The cemetery operator reserves the right to refuse to cancel a contract for interment or scattering rights if a portion of the interment or scattering rights has been exercised (for example, one lot in a plot has been used).
- 4.5 Requirements for cancellation of interment rights.** To cancel a contract for interment, the interment rights holder must provide the cemetery operator with

written notice of cancellation and the interment rights certificate, which must be endorsed by the rights holder(s), transferring all rights, title and interest back to the cemetery operator. The aforementioned paperwork must be completed before the cemetery operator will reimburse the rights holder(s).

4.6 Transfer of Interment Rights. The transfer of interment rights may only be made after the interment rights have been paid for in full. With the permission of the cemetery operator and in accordance with these by-laws, the rights holder may transfer the interment rights to another person for no consideration (no money). Transfers must be processed through the cemetery operator and the following must be provided:

- a. the interment rights certificate endorsed with the following:
 1. a statement signed by the rights holder selling the rights, acknowledging the transfer to the third party; and
 2. signed confirmation by the cemetery operator that the person transferring the rights is shown as the rights holder in the cemetery's records. Should the interment or scattering rights holder be deceased, authorization must be provided in writing by the person authorized to act on behalf of the interment rights holder in keeping with the Succession Law Reform Act i.e. personal representative, estate trustee (executor) or next of kin. A copy of the notarized will or other documentation may be required to ensure the person requesting the transfer is authorized to do so,
- b. the date on which the rights were transferred to the third party (transferee),
- c. the name and address of the transferee,
- d. a written statement regarding the lots/ scatterings rights that are being transferred and confirmation that they have not been used,
- e. any other documents in the rights holder's possession relating to the rights, and
- f. a copy of the current cemetery by-laws must be provided by the transferee.

Once all required documentation and information has been received by the cemetery operator from the rights holder(s), the cemetery operator will issue a new interment or scattering rights certificate to the transferee(s), and the transferee(s) shall be considered the current interment or scattering rights holder(s) of the interment or scattering rights. The resale or transfer of the interment or scattering rights shall be considered final and the cemetery's Public Register will be updated.

4.7 Administration fee for transfer. In the case of a transfer of interment/scattering rights, an administration fee applies for the cemetery operator to issue a new rights certificate to the transferee. The fee, which is set out on the cemetery price list, is also charged for replacement of lost or damaged certificates.

- 4.8 Care and Maintenance Fund Contributions.** It is a requirement under the Funeral, Burial and Cremation Services Act, 2002 (FBCSA) and Ontario Regulation 30/11 and 184/12 that a prescribed amount or a percentage of the purchase price (excluding tax) of all interment rights sold; and prescribed amounts for monuments and markers is contributed into the care and maintenance fund. Interest earned from this fund is used to provide care and maintenance of lots, plots, markers and monuments at the cemetery. Contributions to the care and maintenance fund are not refundable except when interment rights are cancelled within the 30-day cooling off period.
- 4.9 Scattering of Cremated Human Remains.** The Cemetery has no scattering grounds, and consequently no scattering rights shall be available, neither shall scattering of human cremated remains be conducted nor allowed in the Cemetery.

5.0 Interment of Human Remains

5.1 Conduct of Religious Services. Any religious service, including burial services, shall normally be presided over by the Incumbent (or Priest-in-Charge) of St. James Memorial Anglican Church. Other clergy not of the Anglican Church of Canada will require the Incumbent's permission to conduct or participate in any religious service conducted within the Cemetery grounds.

5.2 Preparations for Interment. No ground shall be broken nor any grave dug, nor shall any other preparations be made for an interment within the Cemetery grounds without first gaining approval of the Incumbent of the Parish or in their absence that of the Chair of the Cemetery Board or a churchwarden. Where cremated remains are interred prior to casket interment(s), all attempts will be made to locate and temporarily remove urns to facilitate casket burials. For better retrievability of the cremated remains, they should be in an urn or container that is non-biodegradable and is not breakable (urn vaults are not mandatory but are recommended). There is no guarantee that cremated remains interred in a biodegradable urn or without an urn vault can be retrieved. The cemetery operator is not responsible if there is an issue or failure with the urn or container and there is a leakage of the cremated remains which may not be recoverable. Cremated remains disinterred in advance of a full body burial will be temporarily stored in a secure location, which will be documented by the cemetery operator. There may be additional costs for the cremated remains disinterment as part of the casket opening & closing costs (please see the cemetery price list). In preparation for an interment in the Cemetery, the following procedure shall be followed:

- a. in accordance with the FBCSA and O. Reg 30/11 and 184/12 the purchaser of interment rights must have a valid cemetery contract and Certificate of Interment Rights providing such information as may be required by the Cemetery for the completion of the contract and the public register prior to each burial of human remains or burial of cremated human remains,
- b. all interment right holders must provide written authorization prior to a burial taking place. Should the interment rights holder be deceased, authorization must be provided in writing by the person authorized to act on behalf of the interment rights holder in keeping with the Succession Law Reform Act i.e.: a personal representative, Estate Trustee, Executor or next of kin,
- c. a burial permit issued by the Registrar General or equivalent document showing that the death has been registered with the province must be provided to the Cemetery office prior to a burial taking place. A Certificate of Cremation must be submitted to the Cemetery office prior to the burial of cremated human remains taking place,
- d. full payment must be made to the Cemetery before a burial can take place,

- e. the Cemetery shall be given a minimum of 3 business days of notice for each burial of human remains,
- f. the opening and closing of graves may only be conducted by cemetery staff or those designated to do work on behalf of the cemetery,
- g. the cemetery retains the right of passage over every grave so that the cemetery operations may be performed effectively,
- h. the cemetery reserves the right to temporarily relocate a monument or marker if required to open and close a lot. The cemetery may also temporarily place the removed soil on an adjacent lot while an interment or disinterment is being conducted. The cemetery will make reasonable efforts to restore all lots after the interment or disinterment has been completed,
- i. all lots within the cemetery are 3' (91cm) x wide by 8' (244cm) long though lots within older sections of the Cemetery may be smaller and other individual variations may occur,
- j. each lot is intended to provide a grave for one (1) adult coffin, though interments may be made for two (2) children's sized coffins within the perimeter of one (1) lot,
- k. up to six (6) interments of cremated human remains may be made within the perimeter of one (1) lot,
- l. up to six (6) interments of cremated human remains may be made over either a single adult coffin or two (2) smaller coffins within the perimeter of one (1) lot, and
- m. the Cemetery reserves the right to refuse burials due to inclement weather.

5.3 Burial Charges. Burial charges are assessed for each burial to provide for digging and filling of the grave and for landscaping of the plot and adjacent area. In the event of special weather-related difficulties, the Cemetery reserves the right to make additional charges for snow-removal, soft ground or other related circumstances. These charges will be assessed in accordance with the Cemetery Price List that is in effect at the time.

5.4 Abandoned Lots / Plots. If any lot or plot is sold and has not been used within a twenty (20) year period nor has there been any contact from the purchaser indicating intention for use, the Board reserves the right to consider the plot abandoned. This may be done by making reasonable inquiries in the community and giving notice within the Church during a twelve-month period followed by an application to the Bereavement Authority of Ontario for a declaration of a lot abandonment.

- 5.5 Exclusive Rights.** While interment rights do follow succession law and may pass on to heirs upon the death of the rights holder, the cemetery must be satisfied that it is dealing with the authorized individual(s) before transferring those rights. As such, the cemetery may request supporting documentation – such as a notarial copy of a will, probate documents, or a family agreement – in order to confirm rightful ownership. The cemetery reserves the right to review and assess the evidence provided prior to completing any transfer of interment rights.
- 5.6 Burial Containers.** All conventional burials shall be made in permanent containers constructed in materials such as steel, concrete, or wood. Containers shall have sufficient strength to remain intact through the burial process. Burial of cremated remains shall be made using wood, steel, concrete, fiberglass or other similar but suitably durable container materials.
- 5.7 Scattering of Cremated Human Remains.** Cremated human remains may not be scattered nor otherwise deposited within the Cemetery other than through interment.
- 5.8 Disinterment.** Subject to the approval of the Incumbent and the Cemetery, human remains may be disinterred from a lot provided that the written consent (authorization) of the interment rights holder has been received by the Cemetery and the prior notification of the medical officer of health. A certificate from the local medical officer of health must be received at the cemetery office before the removal of casketed human remains from the cemetery may take place. A certificate from the local medical officer of health is not required for the disinterment of cremated remains from a lot or the removal of cremated remains from the cemetery. In special circumstances the removal of human remains may also be ordered by certain public officials without the consent of the interment rights holder and/or next of kin. It should be noted that:
- a. the cemetery is not responsible for damage to any casket, urn, container or vault which may occur during a disinterment. Additionally, due to the length of time that a casket, urn, container or vault has been interred and the conditions to which it has been exposed, the cemetery cannot guarantee that it can retrieve the complete casket, urn, container or vault interred in the cemetery. Should a new casket, urn or container be required at the time of disinterment, it shall be at the expense of the party authorizing the disinterment. Additionally, the cemetery operator has the right to request that a licensed funeral director be present for the disinterment at the expense of the party authorizing the disinterment;
 - b. disinterment activity will be scheduled at a day and time designated by the cemetery operator. The cemetery operator reserves the right to close the cemetery or the section where the disinterment is to take place. Only those persons required or permitted by the cemetery to attend a disinterment shall be

- allowed to enter the cemetery or the section involved during a disinterment;
- c. if reinterment does not take place within the same lot and if existing memorialization (monument, marker, niche front or crypt front) needs to be removed, it will be at the expense of the person authorizing the disinterment; and
 - d. once a disinterment has been completed, the lot space shall be considered available to the interment rights holder for a new interment, transfer or resale in accordance with these by-laws. If the grave, niche or mausoleum space from which a disinterment has occurred is transferred or resold, the new interment rights holder must be made aware of the previous disinterment and agree in writing to such knowledge as part of the transfer or resale agreement.

6.0 Memorialization

6.1 Permitted Markers. The specific design plans for every marker to be installed in the Cemetery including its dimensions, construction material, engraving details, and proposed location, must first be approved by the Cemetery. The following list outlines the generally accepted categories of marker permitted in the Cemetery:

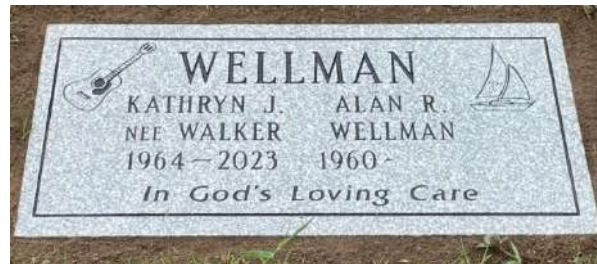
- a. Cornerstones: Stone markers, either 4" x 4" (10cm x 10cm) or 6" x 6" (15cm x 15cm) with a minimum thickness of 4" (10cm) used to mark the outside edges of a cemetery lot or plot and are appropriately engraved;



- b. Footstones: Stone markers, either 4" x 4" (10cm x 10cm) or 6" x 6" (15cm x 15cm) with a minimum thickness of 4" (10cm) used to mark subsequent interments in a lot or plot and are appropriately engraved;



- c. Flat Marker: Smaller stone monument designed to be installed at ground level as a headstone.



- d. Slanted or Pillow Marker: Smaller stone monument designed to be installed as a headstone.



- e. Standard Upright: Larger stone markers installed as a headstone.



- f. Cremation: A cremation monument is installed on the cemetery plot and the remains are interred inside the granite cubes and sealed.



- g. Custom Monuments:



6.2 Construction of Markers. The following restrictions apply to the construction of monuments to be installed within the Cemetery:

- the minimum thickness for flat markers including footstones and cube-type corner stones is 4 inches (10cm),
- all monuments and markers shall be constructed of bronze or natural stone like

granite,

- c. the Cemetery reserves the right to determine the maximum size of markers and their location on each lot or plot to ensure they shall not interfere with future interments,
- d. the style and inscription of any monument shall be in keeping with the dignity of the cemetery. The Board reserves the right of refusal. The inscription thereon first having been approved by the Incumbent or in their absence, by the Chairman of the Board,
- d. headstones higher than 2' (61cm) above grade shall be installed on a concrete base extending a minimum of 4" (10 cm) below grade. Concrete foundations shall be rectangular and shall have dimensions at depth equal to or greater than the dimensions at the surface of the ground,
- e. headstones must be sufficiently stable to prevent overturning and accordingly must be able to resist a horizontal force of at least 100 pounds on the top edge without upsetting. Generally, this can be met maintaining monument thickness as follows:
 - 1. monuments up to 2' 8" (81cm) high above base must be 6" (15cm) thick;
 - 2. monuments up 4' 6" (127cm) high above the base must be 8" (20cm) thick; and
 - 3. larger monuments, if approved for use by the Cemetery, should follow the manufacturer's guidelines for installation,
 - 4. only one monument shall be erected within the designated space on any lot, and
 - 5. no railings, fences, or copings are allowed.

6.3 Installation of Markers. The following restrictions apply to the installation of markers within the Cemetery:

- a. the Cemetery reserves the right to refuse at its sole discretion to allow installation of any marker which is not in keeping with the dignity and decorum of the Cemetery;
- b. the Cemetery reserves the right to determine the maximum size of markers, their number and their location on each lot or plot and must not be of a size that would interfere with any future interments,
- c. no marker shall be erected until the specific design plans including the dimensions, material of structure, construction details, intended engraving and proposed location have been approved by the Cemetery,
- d. all flat markers, cornerstones and footstones shall be installed flush with the

surface of the ground,

- e. no marker shall be erected or permitted on a lot until all charges have been paid in full and/or permission in writing is obtained from the Cemetery,
- f. no marker of any description shall be moved, altered, or removed without written permission from the Cemetery,
- g. all foundations for markers shall be built by, or contracted to be built for, the Cemetery at the expense of the interment rights holder,
- h. should any marker present a risk to public safety because it has become unstable, the Cemetery shall do whatever it deems necessary by way of repairing, resetting, laying down or any other remedy to remove the risk,
- i. no monument shall be delivered to the cemetery for installation until the monument foundation has been completed, and the interment rights holder(s) and/or marker retailer have been notified by the Cemetery;
- j. all markers approved for use by the Cemetery must be installed under the guidance of a member of the Cemetery staff,
- k. corner markers containing family name, initial or other distinguishing marks may be placed on graves, or plots,
- l. monuments shall be installed on that portion of the plot furthest from the East fence line and generally at the mid-point of the overall width,
- m. no monuments may be installed back-to-back, and
- n. footstones or cornerstone markers shall be installed on the grave at the furthest point from the monument.

6.4 Maintenance of Markers. The following restrictions apply to the construction of monuments within the Cemetery:

- a. all markers remain the permanent property of the interment rights holder, and the Cemetery is not responsible for their loss or deterioration. These memorials should be protected by the interment rights holder's own insurance coverage,
- b. the Cemetery strives to maintain all markers within the cemetery in the best possible condition. It should however be noted that ultimate responsibility for maintenance rests with the interment rights holder. The Board cannot be held responsible for damage to markers or monuments caused indirectly by heaving, settlement, neglect or vandalism, and
- c. the Cemetery will take reasonable precautions to protect the property of interment rights holders, but it assumes no liability for the loss of, or damage to, any monument, marker, or other structure, or part thereof noting that scraping of the monument base of an upright monument due to grass/lawn maintenance

is considered normal wear and tear.

7.0 Cemetery Maintenance

7.1 Maintenance of the Cemetery Grounds. It is the responsibility of the Board to maintain, secure and preserve the cemetery grounds and markers. These activities include, but are not limited to maintaining or replacing:

- a. leveling, seeding or re-sodding of the cemetery grounds,
- b. perimeter walls and fences,
- c. cemetery landscaping include all plants and trees, and
- d. upkeep and maintenance of cemetery facilities and equipment.

7.2 Landscaping and Planting. The Board exercises the sole responsibility for the maintenance of the cemetery grounds. Accordingly:

- a. no person other than cemetery staff shall remove any sod or in any other way change the surface of any part of the cemetery,
- b. no person shall plant or remove: trees, flower beds, or shrubs in the cemetery except with the approval of the Board,
- c. all real or artificial flowers, ornaments not a physical part of a headstone, or other like objects placed on or by a monument will be removed by November 1st each year by the person/family responsible for placing them. In the event these items are not removed by November 1st the Board will consider them abandoned and will discard them. These items will be collected in the fall clean up and thrown away, and
- d. flowers placed on a grave for a funeral shall be removed by the Board after a reasonable time to protect the sod and maintain the tidy appearance of the cemetery.

8.0 Prohibited Items

8.1 Articles Placed on Plots. The cemetery operator reserves the right to regulate the articles placed on lots or plots that pose a threat to the safety of all interment rights holders, visitors to the cemetery and cemetery employees, prevents the cemetery from performing general cemetery operations, or are not in keeping with the respect and dignity of the cemetery. Articles placed on lots are the sole responsibility of the interment rights holder(s). The cemetery operator cannot be held responsible for the loss or damage of any articles placed within the cemetery grounds. Accordingly, articles, including but not limited to the following, will be removed and disposed of without notification:

- a. articles made of hazardous materials such as non-heat-resistant glass, unless attached directly to a monument or memorial,
- b. ceramics,
- c. corrosive metals or metals that deteriorate with long exposure to the weather,
- d. loose stones or sharp objects,
- e. trellises, arches, plant hangars, chairs or benches,
- f. quantities of memorial wreaths or flowers considered to be excessive and that diminish the otherwise tidy appearance of the cemetery, and
- f. wood or metal poles or posts.

9.0 Contractor Requirements

9.1 Prior Written Approval. Any contract work to be performed within the cemetery (including but not limited to landscaping, delivery and installation of monuments and markers, inscriptions) requires the written pre-approval of the interment rights holder and the cemetery operator before the work may begin. Pre-approval documents include: design drawings, plans and detailed specifications relating to the work, proof of all applicable government approvals and permits, and 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 commencing work at any location on the cemetery property. Activities requiring pre-approval include, but are not limited to:

- a. any degree of landscaping,
- b. installation of monument or marker foundations, and
- b. the delivery or installation of monuments or markers.

9.2 Access to the Cemetery Grounds. Once the appropriate approvals are in place, contractors or monument dealers or suppliers undertaking to work in the Cemetery must ensure:

- a. no work will be performed at the cemetery except during the regular business hours of the cemetery,
- b. they do not enter the cemetery in the evening, at weekends or on statutory holidays, unless approval has been granted by the Cemetery,
- c. they comply with requirements for WSIB coverage, Occupational Health and Safety compliance standards, Environmental Protection, WHMIS and have evidence of liability insurance,
- d. they perform their duties in compliance with the Cemetery by-laws,
- e. they 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,
- f. they lay wooden planks on the burial lots and paths over which heavy materials are to be moved to protect the surface from damage,
- g. they assume the liability for repairing any damage caused as a result of their working in the cemetery, and
- h. for the safety of all visitors and staff, all work sites must be secured when left unattended. Contractors working within the cemetery must remove all

implements, equipment and garbage from the cemetery at the end of each workday and at the conclusion of the work.

APPROVED	APPROUVÉ
By the Registrar, <i>Funeral, Burial and Cremation Services Act, 2002, Bereavement Authority of Ontario</i>	Par le Registraire, <i>Loi de 2002 sur les services funéraires et les services d'enterrement et de crémation, l'Autorité des services funéraires et cimetières de l'Ontario</i>
Date: August 22, 2025	