

The Roman Catholic Episcopal Corporation of the Diocese of Hamilton in Ontario, operating as



# Operating By-laws

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## **1. Introduction**

Cemeteries have a vital role in any community. They offer a place for families to remember their loved ones, and offer a tranquil setting to the community in which they are situated.

For the mutual protection and benefit of lot holders in the cemetery, Devereaux Cemetery hereby adopts the following By-laws. All lot holders and persons visiting the cemetery, and all lots shall be subject to the said By-laws and such amendments or alterations thereof or additions thereto as shall be adopted by Devereaux Cemetery from time to time; and reference to these By-laws in the documents granting the right of interment shall have the same force and effect as if set forth in full therein.

## 2. Definitions

In these By-laws the following words and phrases shall have the meanings set forth opposite each of them respectively. Any word or phrase appearing in the By-laws which is not defined in this section, but which is defined in the Act, shall have the meaning set out in the Act.

ACT – the Funeral, Burial & Cremation Services Act, S.O. 2002, C. 33, as from time to time amended, replaced or superceded.

BURIAL ORDER – notification provided to the Cemetery, in advance of a burial, indicating the name of the deceased, date, time and location of the funeral or graveside service, burial location, concrete vault (if applicable) and Personal Representative information. This is supplied by the funeral director, or, in some cases, the Personal Representative.

BURIAL PERMIT – a permit issued by the Division Registrar under the *Vital Statistics Act*.

BY-LAWS – the rules and regulations that govern the operation of the Cemetery, made pursuant to the Act, and separate and distinct from the Owner's Corporate by-laws.

CARE AND MAINTENANCE – the preservation, improvement and upkeep in a proper manner of a Cemetery, lot, mausoleum, columbarium or any particular part thereof.

CARE AND MAINTENANCE FUND – a trust fund established by the Owner from funds received from the sale of interment rights, markers, or marker installations for the purpose of providing money for the Care and Maintenance of the Cemetery and markers (formally called the Perpetual Care Fund).

CARE AND MAINTENANCE OF MARKERS – the maintenance of all markers to ensure the safety of the public.

CEMETERY – all the land designated as Devereaux Cemetery, owned by The Roman Catholic Episcopal Corporation of the Diocese of Hamilton in Ontario to provide for the burial of human remains.

COLUMBARIUM – an above ground structure designed for burial of cremated human remains.

CONCRETE VAULT – an outer container constructed of concrete that covers a casket within the ground.

ENTOMBMENT – a burial above ground in a crypt or niche.

FLAT MARKER – a marker made of granite or bronze set flush with the ground.

FUNERAL DIRECTOR – a person licensed as a Funeral Director under the *Funeral, Burial & Cremation Services Act*, S.O. 2002, C. 33.

GRAVE – a space of ground in the Cemetery used or intended to be used for the interment of human remains.

INFORMATION SHEET – a form that provides information about the deceased including, but not limited to, date and place of birth, date and place of death, next-of-kin, etc. This is normally obtained from the Funeral Director. Alternatively, the Owner may obtain this information directly from an Interment Rights Holder or Personal Representative.

INSCRIPTION RIGHTS – the interment rights holders' right to inscribe on a marker, monument or niche.

INTERMENT – burial of human remains in a lot or niche.

INTERMENT RIGHTS – includes the right to require or direct the interment of human remains in a lot or niche.

INTERMENT RIGHTS HOLDER – a person with interment rights with respect to a grave, lot or niche.

LOT – a space for the interment of one or more human remains.

MARKER – any monument, tombstone, plaque, headstone, memorial, cornerstone or other structure or structure affixed to or intended to be affixed to a burial lot, columbarium niche or other structure or place intended for the burial of human remains.

MONUMENT – an upright granite structure projecting above the ground including a base of granite.

NICHE – a compartment within a columbarium designed for the entombment of cremated human remains.

OWNER – The Roman Catholic Episcopal Corporation of the Diocese of Hamilton in Ontario, operating as Devereaux Cemetery.

PERSONAL REPRESENTATIVE – an executor, an administrator or an administrator with will annexed.

PORCELAIN MEMORIAL PICTURES – a photo manufactured from porcelain to be recessed into or affixed to a memorial.

PRIVATE ABOVE-GROUND ESTATE CRYPT – an above-ground structure containing crypts for the entombment of caskets.

PRE-NEED – interment rights, supplies and services purchased in advance of the provision of these supplies and services.

REGISTRAR – means the Registrar appointed under the Act.

SCATTERING GROUND – means any designated area within the Cemetery for the scattering, strewing, or commingling of cremated human remains in a common ground.

SCROLL – a bronze plaque added to an existing marker upon which has inscribed an individual's name and or date(s) of birth and death.

URN – a container used to hold cremated remains.

URN VAULT – a container into which a cremation urn is placed for in-ground interment.

WREATH – an artificial floral arrangement of plastic or silk-like flowers placed on a metal wreath stand.

WREATH SADDLE – an artificial flower arrangement designed to be placed on top of an upright monument.

### 3. General

1. These By-Laws have been adopted by The Roman Catholic Episcopal Corporation of the Diocese of Hamilton in Ontario operating as Devereaux Cemetery, and are intended for the benefit and protection of the Interment Rights Holder, the Cemetery and the Owner, its officers and employees.
2. These By-laws are effective upon filing with and approval of the Registrar.
3. In addition to the By-laws from time to time in force in regard to the Cemetery, all Provincial, Municipal or other local regulations shall be observed.
4. The Owner may, in its sole discretion, make an exception to the requirements of the By-laws, provided that such exception is recorded in writing and provided that such exception shall not be considered a waiver of the continuing general application of the By-laws.
5. These By-laws may be at any time changed, amended, altered, repealed, rescinded or added to, by the Owner subject to approval by the Registrar.
6. For the purpose of these By-laws, inches can be converted to centimeters by multiplying by 2.54.

### 4. Care and Maintenance Fund

#### 4 i. Care and Maintenance Fund Contributions

The Owner shall deposit in the Care and Maintenance Fund the following amounts as prescribed by the Act:

#### 1. Interment Rights

- The greater of 40% of the total purchase price of an in-ground grave that is 24 square feet or larger, and \$250.00.
- The greater of 40% of the total purchase price of an in-ground grave, including a cremation grave, that is smaller than 24 square feet, and \$150.00.
- \$25.00 for scattering grounds in which there is no scattering rights holder.
- The greater of 15% of the total purchase price of a public columbarium niche and \$100.00.

#### Interment Rights – Private Mausoleum Structures

- The greater of,
  - 20% of the sum of,
    - The total price of the mausoleum, including the prices associated with each stage of the process, from the obtaining of approvals, through design and construction, to and including installation and readiness for interment purposes,
    - The price of the land associated with the mausoleum, and
    - The price of all interment rights associated with the mausoleum, and
  - \$500.00 multiplied by the number of tombs, crypts and compartments in the mausoleum.

#### Interment Rights – Private Columbarium Structures

- The greater of,
  - 15% of the sum of,
    - The total price of the columbarium, including the prices associated with each stage of the process, from the obtaining of approvals, through design and construction, to and including installation and readiness for interment purposes,
    - The price of the land associated with the columbarium, and
    - The price of all interment rights associated with the columbarium, and
  - \$100.00 multiplied by the number of niches and compartments in the columbarium.

#### 2. Marker Installation

- Flat marker measuring at least 173 square inches, \$50.00.

- Upright monument measuring 4 feet or less in height and 4 feet or less in length, including the base, \$100.00.
- Upright monument over 4 feet in height or length, including the base, \$200.00.

**4 ii. Care and Maintenance of Lots**

The Cemetery is maintained under the Care and Maintenance Fund and all interment rights sold are covered by the Fund. A portion (as set out in 4(i) of these By-laws) of all funds received from the sale of interment rights and markers are invested and the income derived there from is available for maintenance. The above mentioned Care is to be understood as the care and maintenance of lots, crypts, niches necessitated by natural growth and ordinary wear, and include cleaning, planting, cutting, etc., and care of lawns, trees, shrubs, cleaning and maintenance of roadways, walks and buildings, fences and waterlines, provided there are sufficient funds for that purpose.

“Care and Maintenance” shall in no case mean the planting of flowers on any lot owned by an Interment Rights Holder.

**4 iii. Care and Maintenance of Markers**

The Owner is obliged to maintain all markers to ensure the safety of the public and to preserve the dignity of the Cemetery and shall not be liable for any reasonable wear and tear or damage caused by third parties.

“Care and Maintenance” shall in no case mean the replacement of any memorial placed or erected upon any lot; nor the planting of flowers or work in the Cemetery, including work caused by impoverishment of the soil or disruption of water supply facilities, nor does it mean the reconstruction of any marker, granite bronze or concrete work in the Cemetery, injured or damaged by any cause, direct or indirect, beyond the Owner’s reasonable control.

**4 iv. Special Care**

Special Care shall include only those specific services set forth in Special Care Agreements with the Interment Rights Holders, provided said services are not inconsistent with the purpose for which the Cemetery was established or is being maintained.

**4 v. Grading and Improvements**

1. All grading, landscape work and improvements of any kind and all care and maintenance of lots shall be done, and all trees, shrubs and plant materials of any kind shall be planted, trimmed or cut under the direction of the Owner.
2. All alterations of lots in the Cemetery shall be under the direction of and subject to the approval of the Owner. If made without the written consent of the Owner, the Owner may remove such unapproved alterations at the expense of the Interment Rights Holder.
3. The Owner reserves the right, in its sole discretion, to remove and/or prune trees or shrubs situated on any lot if they are detrimental to the adjacent lots, drains, road or walks, or prejudicial to the general appearance of the grounds, or affect the public’s access to other lots.

**4 vi. Flowers**

1. The Owner shall not be liable for vases, fresh or artificial flowers, or memorial wreaths placed on any grave or lot.
2. The Owner reserves the right to prevent the removal of any vases, floral bouquets or flowers which are placed on any lot without the permission of the Interment Rights Holder.

3. Where flower beds are permitted, they are restricted to a maximum of the width of the lot by a depth of 18 inches from the front of the memorial. Where permitted, a dwarf shrub may be planted on either side of the memorial. The maximum height of shrubs allowed is 3 feet 6 inches. Flower beds must be maintained by the Interment Rights Holder. Any flower bed or shrub not being maintained will be removed by the Owner without notice. Plantings are not permitted around foot markers.
4. Wreaths on wreath stands are permitted on graves and lots from November 1<sup>st</sup> to March 31<sup>st</sup>, inclusive. The Owner reserves the right to dispose of any wreaths and/or wreath stands placed or remaining between April 1<sup>st</sup> and October 31<sup>st</sup> without notice.
5. Plastic or lawn edging around graves or lots is not permitted. **Wreath saddles may remain on top of upright monuments year round.** The Owner reserves the right to remove and dispose of any wreath saddles that become deteriorated or dirty. Wreath saddles are not permitted on shared monuments. The Owner shall not be responsible for any damage caused by wreath saddles.
6. For safety reasons, the use of hanging baskets, metal hangers, lanterns and/or hooks, as well as potted plants and decorations of any kind, including, but not limited to, glass, fencing and borders, crockery, beverage containers and/or toys on or above the grave or marker is not permitted.

### 5. Use of Cemetery

1. All visitors within any Cemetery shall use only the avenues, roads and walks, unless it is necessary to walk on grass in order to access an Interment Rights Holder's lot.
2. Only the Interment Rights Holders and their relatives and friends shall be permitted on the Cemetery property. Any other person thereon shall be considered a trespasser and the Owner shall owe no duty to the said trespasser to keep the property, or any memorial thereon, in a reasonably safe condition.
3. All visitors should conduct themselves in a quiet manner that shall not disturb any service being held or the general dignity of the Cemetery.
4. Picnicking or drinking alcoholic beverages by visitors within the Cemetery is prohibited, with the exception of refreshments provided by the Owner in any Reception Area.
5. Children under fifteen years of age are not permitted within the Cemetery unless accompanied by an adult.
6. Animals are to be leashed and are subject to municipal by-laws.
7. Lawns shall not be disturbed for any purpose except under the supervision of the Owner.
8. The Cemetery provides containers that are to be used strictly for Cemetery waste material generated from the maintenance and decoration of lots. It is not permissible to dispose of any other waste material on Cemetery property and such unauthorized disposal is subject to fines under the municipal by-law.
9. No one shall remove any flowers or break any branches, or remove, injure, or cut any trees, plants or shrubs without specific permission of the Owner.
10. Other than the Owner, no one shall be permitted to sell, or to solicit the sale of any commodity whatsoever within the Cemetery.
11. No signs, notices or advertising of any kind shall be allowed within the Cemetery except those placed by the Owner.
12. No assemblies of persons other than those attending a funeral or reception shall take place in the Cemetery except with the written permission of the Owner.
13. Entry to the Cemetery by the public shall be permitted between the hours of 8:00 am and dusk, subject to the Owner's right to vary these hours. Hours of visitation may from time to time be adjusted by the Owner and posted at the Cemetery. Visitors should confirm hours of operation in advance with the Cemetery Office.
14. Entry into a Cemetery shall be permitted only during such hours as posted by the Owner.
15. The Owner shall have the right to maintain security guards if in its discretion it deems it necessary, but is under no legal obligation to do so.
16. The Owner shall have the right to regulate the method of decoration of lots so that uniform beauty may be maintained. For example; the use of boxes, shells, toys, ornaments, glass or crockery jars and containers, wood or metal cases and the like shall not be permitted on any lot and such articles if so placed may be removed by the Owner, in its discretion, without notice or compensation to any party.



17. No unattended lighted candles or any other type of illumination, save and except those supplied by the Owner, shall be permitted on any lot and the Owner shall be entitled in its sole discretion to remove and dispose of same without notice or compensation to any party.
18. Vehicles must be kept under control at all times and at no time shall such vehicles be driven on the grass or at a speed in excess of twenty kilometers per hour unless where otherwise posted. Vehicles are not allowed to park in front of an open grave, unless such vehicles are for occupants in attendance at the funeral which is proceeding to the said open grave. It is prohibited to park or leave any vehicle on any road or driveway within the Cemetery at such location or in such position as to prevent any other vehicle from passing. The Owner may remove any vehicle that is so parked or left. A vehicle owned or operated by the Owner or its agent is exempt from these provisions.
19. The Owner reserves the right to prohibit or restrict the use within the Cemetery of horses, snowmobiles, bicycles, scooters, skateboards, roller blades, or any similar or other type of wheeled conveyance, with the exception of assistive devices required for accessibility, and to post in the Cemetery such signs as it may from time to time be deemed appropriate advising of such prohibition.
20. The Owner shall not be liable for any injury sustained from any activity not conforming with the intended use of the Cemetery including, but not limited to fishing, swimming, ice skating, etc.

#### **5 i. Employees**

1. The Owner's employees are not permitted to do any work for Interment Rights Holders except upon the express permission of the Owner.
2. No Cemetery employee shall receive any fee, gratuity or commission, directly or indirectly, except from the Owner.
3. All inquiries must be made with an official Cemetery representative at the Cemetery Office, in person, or by other accepted electronic communication.

### **6. Instructions to Interment Rights Holders**

1. Interment Rights, supplies and services may be purchased on an installment plan in advance of need.
2. No interments or entombments shall be permitted and no other services or supplies will be furnished until all payments due to the Owner have been made.
3. The Owner will establish a schedule of charges (Price List) for Interment Rights and supplies and services within a Cemetery. The Owner may, from time to time, amend the schedule without prior notice.
4. Subject to the requirements of the Act, the Owner reserves the right to specify the terms of purchase of all interment rights, supplies and services.
5. **Any lot or niche is intended to be used for interment purposes only by the Interment Rights Holder or next of kin. An Interment Rights Holder who wishes to transfer their rights to a lot, niche or crypt may exercise one of the following options.**
  - a. **Interment rights may be sold to a third party for an amount not greater than the amount listed for the same interment rights on the Owner's most current price list. The transfer will only be considered effective once both parties have attended the Cemetery office, the original Certificate of Interment Rights has been returned and the transfer of ownership fee as listed on the price list has been paid. The new Interment Rights Holder will be subject to the By-laws of the Cemetery as established by the Owner from time to time.**
  - b. **Interment rights may be returned to the Owner for an amount equaling the fees originally paid less any amount owing on the contract.**
6. An Interment Rights Holder may file a written designation naming a person who may be interred or entombed in the lot or niche registered in his or her name, and unless countermanded in writing, interments will be permitted in accordance with such designation. In the absence of any written designation on file, a request for the interment of any persons other than the Interment Rights holder shall be made in writing by the Interment Rights Holder.
7. No transfer of any Interment Rights shall confer any rights on the transferee until the transfer has been recorded by the Owner and the name of the transferee entered into the records of the Cemetery as the new Interment Rights Holder.

8. Each Interment Rights Holder shall notify the Owner of any change in his/her postal address. Notice sent to an Interment Rights Holder at the last postal address or electronic address according to the Owner's records shall be deemed to have been given when deposited in a post office or public letter box or when dispatched or delivered to the appropriate communication company or agency or its representative. The Owner will not be responsible for ensuring the accuracy of address information.
9. In the event of the death of the Interment Rights Holder, the Owner shall, upon written application of the Personal Representative of the deceased Interment Rights Holder and upon being presented with adequate evidence, record the successor of the interment rights as the new Interment Rights Holder.
10. Any person becoming the Interment Rights Holder by succession shall take the Interment Rights subject to all existing conditions and in particular, the rights of such successor Interment Rights Holder shall be subject to any written designation which the deceased Interment Rights Holder has made and filed with the Owner during the lifetime of such Interment Rights Holder.
11. In the event that Interment Rights are recorded in the names of more than one person, such persons shall be deemed to be joint tenants of the Interment Rights with full right of survivorship, with the intent that the interest of any such person shall, upon such person's death, pass automatically by operation of law to the other Interment Rights Holder or Holders.
12. In determining the status or authority of any person to act as a Personal Representative of a deceased Interment Rights Holder, or the right or claim of any person to be an Interment Rights Holder, or the authority of any other person to deal with or provide direction to the Operator in respect of any matter relating to Interment Rights, a grave, lot, niche, marker, monument or any other matter or thing to which these By-laws relate, the Owner shall be entitled to require the production of certified or notarized copies of such wills, codicils, supporting affidavits, or other documents as the Owner, in its sole discretion, deems to be necessary or advisable in the circumstances.

#### **7. Arrangements for Interments/Scatterings**

1. The Owner shall request those wishing to make a selection of a lot, or niche or arrange for a funeral, interment or entombment, to call at the Cemetery office in ample time to complete arrangements. Notice of any intended interment in a lot must be given to the Owner at least one business day prior to the time fixed for the interment or entombment.
2. Human remains only will be accepted for interment within the Cemetery.
3. Only services approved by the Owner are permitted within the Cemetery.
4. Any person ordering an interment or disinterment shall be responsible for the Cemetery charges for these services. If such charges are not paid, the Owner may refuse to permit the interment or disinterment.
5. Only equipment owned by the Owner or their agent shall be used for making interments or disinterments.
6. Manufacturers of concrete vaults must service their own vaults and assume complete responsibility of integrity at the grave site. They must supply their own lowering device, hangers and any other items related to the interment.
7. The following items must be supplied to the Owner prior to the time of interment:
  - i. A Burial Order;
  - ii. For a casket interment, a Burial Permit;
  - iii. For a cremation interment, a cremation certificate issued by the crematorium conducting the cremation;
  - iv. In the case of the interment of remains other than those of the Interment Rights Holder, the written consent of the Interment Rights Holder;
  - v. A completed Information Sheet;
  - vi. Social service requisition (if required);
  - vii. A signed contract;
  - viii. Payment in full.
8. The Owner shall not be liable for the disturbance of, or damage caused to, any flower bed, lot decoration or curbing, occurring during the course of opening a grave or niche, an interment service, or closing of a grave or niche.
9. Flowers shall be delivered at the burial site in sufficient time to permit arrangement before the funeral procession arrives. All floral pieces will be removed by the Owner by 3:00 pm on the day of the funeral. The Owner reserves the right to limit the number of floral pieces in keeping with the decorum and dignity of the Cemetery.

10. The Owner shall not be responsible for any delay in the interment or entombment of a body where a protest to the interment or entombment has been made, where the by-laws have not been complied with, or due to the number of funeral services.
11. Except in cases of extreme necessity such as the danger of contagion or infection, or in case of an epidemic, interment or entombment shall not be made on Sundays or statutory holidays. The Owner may designate the hour and manner in which interments may be made.
12. Due to soil conditions, only one casket interment may be made in each individual grave. Cremation interments in non-cremation graves may be permitted to a maximum of 4 per grave or 3 per grave when interred with a casket interment. In any single cremation grave, a maximum of 4 cremated remains shall be permitted.
13. Cremated remains must be delivered to the Owner by a bonded courier, member of the Interment Rights Holder's family or employees of a funeral home.
14. In the event that the container supplied will not hold all of the cremated remains, an additional container is to be used and instructions are to be supplied by the Interment Rights Holder for their disposition.
15. All scattering of cremated human remains shall take place in designated scattering grounds into a shallow excavation and covered with dirt. Surface scattering is not permitted.

**7 i. Contagious Diseases**

1. Under Ontario Ministry of Health Regulation 557 – Communicable Diseases, it is a requirement that the Owner be notified prior to arrangements being made for an interment, entombment, disinterment or disentombment if a death is a result of or the deceased had contracted a contagious disease.
2. In the event a contagious disease has been confirmed, the Cemetery will adhere to recognized Health and Safety practices or directives whether established or issued by the Ontario Ministry of Health, the local Public Health Office or the Owner.
3. Except in cases of extreme necessity such as the danger of contagion or infection, or in a case of epidemic, an interment or entombment shall not be made on Sundays or statutory holidays. The Cemetery may designate the hour and manner in which burials may be made.

**7 ii. Caskets and Outer Containers**

1. A body must be delivered to a Cemetery for burial in a closed casket or container and will be buried in such casket or container. All such caskets or containers must be of strength equal to or greater than that of ½ inch plywood.
2. No casket or container shall be opened within the Cemetery without the express permission and in the presence of the Owner.
3. Any outer container into which a casket is to be placed must be made of steel or concrete. All such containers must be of a strength equal to or greater than that of ½ inch plywood.
4. The Owner is not responsible for damage done to a casket or outer container during the course of the burial.

**7 iii. Sizes of Caskets and Outer Containers**

1. Single Grave Lot: Caskets or outer containers cannot exceed the measurements of the grave as per the specifications on the Interment Rights Certificate.
2. Multiple-Grave Lots: Caskets or outer containers cannot exceed the measurements of the individual graves as per the specifications on the Interment Rights Certificate:
3. Private Above-Ground Estate Crypts: Caskets or outer containers cannot exceed the measurement of each compartment as per the specifications on the Interment Rights Certificate.
4. Cremation Niche: Urns cannot exceed the maximum opening dimensions of the niche as per the specifications on the Interment Rights Certificate.
5. Cremation Grave: Unless approved by the Owner, urns cannot exceed 15 inches in height, 15 inches in width and 15 inches in length.

#### **7 iv. Disinterments**

1. No disinterments or removals may be made without prior written permission of the Owner and Interment Rights Holder, and must be made subject to the Act.
2. The Owner shall not be responsible for damage to any casket, concrete vault or urn vault which occurs during the course of removal or disinterment.
3. The remains of persons dying from contagious diseases shall not be disinterred except under written approval of the Medical Officer of Health or other public officer having authority and shall in all cases be made in accordance with the prescribed rules and regulations of such Medical Officer of Health or other public officer.
4. Any disinterment, for entombment in a mausoleum, must be placed in a container sufficient to contain fluids.
5. Family members are not permitted to be present during disinterments.

#### **8. Private Above-Ground Estate Crypts**

1. In order to maintain the desired uniformity and standard of workmanship, the Owner reserves the exclusive right to supply and install all private above-ground estate crypts.
2. Private above-ground crypts will only be opened and sealed by employees of the Owner or agents authorized by the Owner.
3. A maximum of one casket may be entombed in each individual crypt space.
4. In order to maintain the desired uniformity and standard of workmanship, the Owner reserves the exclusive right to provide all lettering on crypt fronts.
5. In order to maintain the desired uniformity and standard of workmanship, the Owner reserves the exclusive right to supply and install all ceramic photos. The Owner shall determine the size and location of the picture to be installed on the front.
6. The Owner will provide guidelines for grave decorations, which will be permitted in designated areas. Any decorations that become unsightly will be removed.
7. Entombment procedures shall be under the exclusive control and direction of the Owner or its authorized agent.

#### **9. Scattering Grounds**

1. All scattering of cremated human remains shall take place in designated scattering grounds only.
2. Cremated human remains are not permitted to be scattered on a grave.
3. The process of scattering cremated human remains is non-recoverable, therefore, no retrieval or disinterment of cremated human remains may take place.
4. No head or foot markers are permitted within the areas designated as scattering grounds.
5. A central common memorial will be provided by the Owner for the names of persons interred in the scattering grounds.
6. In order to maintain the desired uniformity and standard of workmanship, the Owner reserves the exclusive right to inscribe on the common memorial.
7. Scattering procedures shall be under the exclusive control and direction of the Owner or its authorized agent.

#### **10. Columbarium**

1. Niches will only be opened and sealed by employees of the Owner or agents authorized by the Owner. This applies to both the inside sealer and the niche front.
2. Attachment of any flowers, wreaths, signs, insignia or any other adornment to any niche front is strictly prohibited. Any violation of this rule will cause the immediate removal of same without prior notice or compensation to any party. Artificial flowers will be permitted in the vase unit on the niche front year round. The Owner reserves the right to restrict the use of fresh flowers. Any flower arrangements which become unsightly or exceed the perimeter of the niche front, to which the flowers are placed, will be removed.

3. In order to maintain the desired uniformity and standard of workmanship, the Owner reserves the exclusive right to inscribe on all niche fronts.
4. Entombment procedures shall be under the exclusive control and direction of the Owner or its authorized agent.

## **11. Memorialization**

### **11 i. General**

1. No marker shall be placed in the Cemetery, without written permission from the Owner given in accordance with the practices prevailing at the time of the giving of permission.
2. The design, symbolism, emblems, craftsmanship, quality and material of inscriptions and markers to be placed in the Cemetery shall be subject to the approval of the Owner. This approval may be withheld in the Owner's sole discretion.
3. A written request signed at the Cemetery Office by the Interment Rights Holder is required prior to approval.
4. Only one flat marker on a single grave set flush with the ground in a specified area is permitted. Bookmarkers are not permitted.
5. Due to the danger of becoming damaged or broken, picture or photograph attachments are not permitted on bronze marker units.
6. Marble may only be used on surfaces which are not exposed to the weather.
7. Should any memorial, monument or tomb become unsightly, dilapidated or a menace to the safety of persons within the Cemetery; the Owner shall have the right to correct the condition of any such memorial, monument or tomb, or to lay same down or, where in the Owner's opinion circumstances warrant, to remove and/or replace same.
8. Lead lettering is not permitted on any marker, monument or memorial etc. in the Cemetery.
9. The use of temporary markers will be permitted for a period of sixty days from the date of interment.

### **11 ii. Granite Markers**

1. Memorials shall consist of one die only. Sub bases of any description are not permitted.
2. Granite dies should be delivered to the Cemetery. Dies may be set in a pillowed fashion. The die may project a maximum of 4 inches at the rear and 1 inch above the base at the front.
3. The maximum marker die allowed will be 22 x 16 x 4 inches.
4. No bronze, marble or soft stone material of any kind is allowed.
5. No vases, candle holders or objects of any description, either cut into the die or the base or placed in the face of the marker will be allowed.
6. The use of personal photographs, either attached, carved, etched or photo blasted into the dies or bases is prohibited.
7. The use of bright coloured paints for highlighting features is prohibited.
8. Complete design and inscription details must be completed on the foundation and marker order permits.
9. If the completed memorial does not comply with the rules and regulations of the Cemetery or measure up to the approved sketches on the application, such memorial will be removed by the monument dealer without cost to the Cemetery.
10. The planting of gardens, shrubs or ornamental trees is not permitted on flat marker graves.

### **11 iii. Upright Monuments**

1. No monument shall be erected over a grave space in which there has been an interment.
2. Concrete foundations are required for all monuments and shall be built by the Owner at the Interment Rights Holder's expense. The foundation of a monument shall be built in the designated space, according to the Owner's specifications. All foundations will not be less than 4 feet in depth. This does not apply to any lots with pre-poured foundations. All foundations will be level to the lowest point.
3. All bases and die-stones shall be of a granite material.

4. No base may be less than 6 inches in thickness. The minimum length of all bases must be 2 feet. The height of the base should increase with the weight of the monument.

For example:	Minimum	6 inches
	Over 1300 lbs.	8 inches
	Over 2600 lbs.	10 inches

For safe maintenance (grass cutting), the bottom 4 inches of all bases must be rock-pitched. For aesthetic reasons high bases are not favoured. Minor scraping of the base due to grass cutting operation shall be considered normal wear.

5. The combined height of the monument and die shall not exceed 3 feet 6 inches or be less than 2 feet 6 inches.
6. Statuary must be manufactured in granite only and must be affixed directly to the base with dowelling. The combined height of the statuary and base must not exceed 3 feet 6 inches.
7. In all cases the base must project at least 2 inches around the perimeter of the die.
8. No monument shall be less than 8 inches in thickness.
9. The maximum size of dies and bases are as follows:

Single Grave Lot and Cremation Grave	Die	1 foot 8 inches in length 2 feet 6 inches in height
	Base	2 feet 0 inches in length 1 foot 2 inches in width
	Overall	3 feet 0 inches in height
2-Grave Lot	Die	2 feet 8 inches in length 3 feet 0 inches in height
	Base	3 feet 2 inches in length 1 foot 2 inches in width
	Overall	3 feet 6 inches in height
3-Grave Lot	Die	4 feet 0 inches in length 3 feet 0 inches in height
	Base	4 feet 6 inches in length 1 foot 2 inches in width
	Overall	3 feet 6 inches in height
4-Grave Lot	Die	4 feet 6 inches in length 3 feet 0 inches in height
	Base	5 feet 0 inches in length 1 foot 2 inches in width
	Overall	3 feet 6 inches in height
5-, 6- or 7-Grave Lot	Die	5 feet 0 inches in length 3 feet 0 inches in height
	Base	5 feet 6 inches in length 1 foot 2 inches in width
	Overall	3 feet 6 inches in height

10. No floral container, vase or vigil lamp shall be affixed, installed on or in any way attached to the die.
11. The Owner shall establish the following tolerances with respect to marker dimensions:
  - ¼ inch on monument dies and bases with smooth or polished sides.
  - ½ inch on monument dies and bases with rock edge sides
  - ¼ inch on flat memorials
12. All monuments shall be constructed of granite. The bottom bed of all bases for such structures shall be cut level and true.
13. To ensure stability, no monument of any design or construction shall have any uncovered vertical joints.

14. Only one upright monument will be permitted on a lot.
15. Inscription is permitted only on the front side of monuments.
16. One footstone made of granite and no larger than 22 x 16 inches may be placed on each grave, set flush with the ground farthest from the monument. Ceramic or photoplex pictures are not permitted on foot markers. The minimum thickness of foot markers is 4 inches.
17. A ceramic or photoplex picture, having no frame or cover will be permitted for each interment. Approved ceramic and photoplex pictures are on display at the Cemetery Office. Ceramic or photoplex pictures must be oval in shape, measuring no greater than 9 centimetres in width and 12 centimetres in height. All pictures must be set flush with the die. Etched personal portraits, measuring no greater than 4 inches in width and 6 inches in height will be permitted. The installation of pictures made from any other application or process is not permitted.
18. Due to our climatic conditions, which cause paint to peel off over time, no paint will be allowed on the surface of the monument except for black and white lithochrome paint for highlighting lettering and the background carving.
19. The installation of corner stones of any description or material is not permitted.
20. Complete design and inscription details must be completed on foundation and marker order forms. No monument or flat stone shall be installed on a lot until all outstanding charges and assessments owing to the Owner have been paid by the Interment Rights Holder.
21. The attachment of identification tags or advertisements on monuments is prohibited.
22. Marble or soft material of any form is prohibited.
23. The use of decorative stone, wood, concrete or metal borders or framing in or around flower beds or lots is not permitted. Plastic or rubber lawn edging around flower beds will be permitted. The use of concrete or granite to cover the garden area is not permitted.
24. Flower beds around the base of the monument are restricted to a maximum of the width of the lot by 18 inches deep from the front of the monument. A dwarf shrub may be planted on either side of the monument. The maximum height of shrubs allowed is 3 feet 6 inches. Shrubs are not permitted on single monument lots. Plantings are not permitted around foot markers.
25. Monuments that do not conform to the By-laws but add to the decorum and beauty of the cemetery may be considered under exceptional circumstances by the Owner.
26. One vigil light or vase is allowed on a single grave monument lot. A maximum of two vigil lights or vases are permitted on lots with two or more graves. Each unit must be installed on an individual concrete or granite base. The base must not exceed 8 inches in length, width or diameter. Vigil light bases designed so as permit them to be attached or appear to be attached to the monument base are not permitted. For maintenance reasons, vigil lights and vases must be installed in the flower bed in front of the monument. The maximum height of any vigil light or vase is 40 centimetres. The maximum width/length of any vigil light or vase is 20 centimetres. Vigil lights and vases shall be constructed of bronze and heat resistant or tempered glass.

## **12. Outside Contractors**

1. No person other than employees of the Owner will be permitted to undertake any work in a Cemetery unless expressly authorized in writing by the Owner to do so. However, Interment Rights Holders may have certain work done in accordance with the By-laws at their own expense upon application to the Owner; prices are to be agreed upon and paid before any work is done.
2. All memorial work, or placement or removal of memorials shall be done with the written permission of the Owner obtained on the written request of the Interment Rights Holder, and a permit shall be issued by the Owner, without which no such memorial work placement or removal shall be done. A detailed plan of each memorial or monument together with a lot plan showing its location and position shall be submitted to the Owner for approval before a permit is issued.
3. The demeanor and behaviour of all persons employed upon the Cemetery property shall be subject to the control of the Owner. Contractors, masons and stonecutters shall lay planks on the lots and paths over which heavy materials are to be moved, in order to protect these areas from damage to pathways and graves. The Interment Rights Holder at whose request any worker or contractor undertakes any work in a Cemetery, with the prior written permission of the Owner acquired under subparagraph 2, shall be strictly liable for any claims, actions, costs, damages or expenses of any



kind or nature caused to the Cemetery, or incurred by the Owner or any third party, and arising directly or indirectly out of such work or the permitted access to the Cemetery of such worker or contractor.

4. Canvassing for sales or distributing business cards in the Cemetery is forbidden. The placement of the monument dealers, manufacturers or quarries name, insignia or trademark in any form on any monument or marker is not permitted.
5. Workers shall cease work if is in the immediate vicinity of a funeral until the conclusion of the service. Workers will be allowed to work on the grounds Monday to Friday 8:30 am to 4:00 pm. No work is permitted on Saturdays, Sundays or statutory holidays.
6. Markers will be accepted for installation from April 15<sup>th</sup> to November 30<sup>th</sup> of each year. Markers must be delivered in person to the Cemetery. Markers sent by mail or courier will not be accepted.
7. All outside contractors, subcontractors or workers, which shall include monument dealers, landscapers or vault companies and their own employees (referred to collectively herein as "Contractors"), who may have received the prior permission of the Owner to undertake any work in the Cemetery shall, before making any access to the Cemetery, provide the Owner with satisfactory proof of WSIB coverage as required by law as well as evidence satisfactory to the Owner that general liability insurance coverage is in place in an amount of no less than \$2,000,000.00 (or such higher amount as may from time to time be established by the Owner), Such insurance shall name the Owner (which shall include for the purpose of this provision the directors, officers, members and employees of the Owner) as an additional insured in respect of the work to be completed by the Contractors and any other activities of the Contractors at the Cemetery. The Contractors, prior to undertaking any work at the Cemetery, shall agree to indemnify and hold harmless the Owner in respect of any damage, loss, injury, or death arising out of or in connection with their work.
8. Foundation pourings will be scheduled periodically from May 15<sup>th</sup> to November 30<sup>th</sup> of each year subject to prevailing weather and soil conditions.
9. Heavy loads may be restricted during certain times of the year.
10. Prior to the installation of a memorial, the contractor must stop at the Cemetery Office for the final inspection.

### **13. Correction of Errors**

The Owner may, to correct any inadvertent error that may have been made by it either in making an interment, disinterment or removal, or in the description, transfer or granting of any Interment Rights or lot, grave, crypt or niche, either cancel such grant and substitute and grant in lieu thereof other Interment Rights or lot of equal value and similar location as far as is reasonably possible and as may be selected by the Owner, in its discretion, or refund the money paid on account of the purchases of said Interment Rights. In the event of any such error that may involve the interment or disinterment of the remains of any person or persons in any lot, grave, crypt, or niche, the Owner with the permission of the local Medical Officer of Health, and the Interment Rights Holder may remove and re-inter the remains in such other lot, grave, crypt or niche of equal value a similar location as may be substituted and granted in lieu thereof.

### **14. Loss or Damage**

1. The Owner disclaims all responsibility for loss or damage from causes, beyond its reasonable control, to lots, structures or markers other than loss or damage that the Owner is liable to repair pursuant to the Act. In the event that it becomes necessary to reconstruct or repair monuments or memorials, any section of lot, including graves or crypts, or any portion or portions thereof in the Cemetery, which has been damaged by such causes, the Owner shall give written notice of the necessity for such repair to the Interment Rights Holder of record. The notice shall be given by depositing the same in Canada Post, with postage thereon duly prepaid, addressed to the Interment Rights Holder of record at his or her address stated on the records of the Owner.
2. The Owner will not be responsible for loss or damage done to ceramic pictures, vase rings, vase inserts or floral tributes. The Owner is not responsible for articles removed from any lot, crypt or niche.



### **15. Right to Resurvey**

The following rights and privileges are hereby expressly reserved to the Owner subject to the approval of the Minister as defined in the Act to be exercised at any time or from time to time for the erection of buildings, or for any purpose or use connected with, incident to, or convenient for, the care of, preservation of, or preparation for the interment of, human remains or other Cemetery purpose.

1. To resurvey, enlarge, diminish, alter, in shape or size, or otherwise to change all or any part or portion of the Cemetery.
2. To lay out, establish, close, eliminate, or otherwise modify or change, the location of roads, walks or drives, provided ingress and egress to and from any lot is preserved or is allocated to the Interment Rights Holder and further provided that the foregoing complies with the By-laws.
3. Easements and rights of way over and through all Cemetery premises for the purpose of installing, maintaining, or operating pipe lines, conduits or drains for sprinklers, drainage, electric or communication lines or for any other Cemetery purpose are permitted providing that no burials shall 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 of access to the Cemetery as long as the Owner devotes such road, drive or walk to that purpose.

### **16. Effective Date**

These By-laws and any amendments hereto made by the Owner from time to time, shall become effective when filed and approved by the Registrar under the Act.