SALEM UNITED CHURCH CEMETERY ASSOCIATION

Hereinafter referred to as “the cemetery operator”

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Cemetery By-laws

These by-laws are the rules that govern the operations of Salem United Church Cemetery. They are in compliance with the Funeral, Burial and Cremation Services Act, 2002 *(*FBCSA), Ontario Regulation 30/11 (O. Reg. 30/11) and Ontario Regulation 184/12 (O. Reg. 184/12), and have been approved by the Registrar, FBCSA, Bereavement Authority of Ontario (BAO) (“the Registrar”).

BAO Site License # is: CM - 20003564

BAO License Operator # is: OP - 3301899
(Care & Maintenance)

Effective date: April 10, 2026

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PREFACE – HISTORY:

The Salem United Church Cemetery has existed since the early 1800s, when James Clark transferred the original property on which the church and the “Old Cemetery” are located to Reverend John Bethune. The cemetery has always operated as a community cemetery. The parcel of land now known as the “New Cemetery” was purchased and prepared for use in the summer of 1977.

The Salem United Church Cemetery Association was established on June 9, 1924, and is responsible for the day-to-day operation and maintenance of the cemetery located at Salem United Church in Summerstown, Ontario. The Association was formed by members of the church congregation to manage the operation of the cemetery and shall establish a Cemetery Committee for this purpose, the members of which are elected annually in accordance with the provisions set out herein.

Since its establishment, a series of by-laws have been passed, with the most recent by-laws adopted in 2017 and taking effect upon approval by the Bereavement Authority of Ontario (BAO) on February 7, 2019.

The Cemetery is administered by a committee of volunteers elected at the Association’s annual meeting. While the by-laws establish and govern the Committee and must be approved by the BAO whenever changes are made, the practical day-to-day operations of the Committee have not previously been standardized or formally documented. These guidelines are intended to provide clarity and consistency for Committee members.

ADMINISTRATION:

The Association shall hold an annual general meeting during the month of January each year to be held at Salem United Church.

At the annual general meeting the Association shall elect a Cemetery Committee consisting of no less than four and not more than ten (10) persons, a majority of whom shall be members or adherents of Salem United Church. The Cemetery Committee shall conduct the affairs and business of the Association, and the members of the Cemetery Committee as so elected shall serve without remuneration.

The Chair of the Cemetery Committee shall present an Annual Report at the annual general meeting and the Treasurer of the Cemetery Committee shall present a Treasurer's Report for the preceding year including a statement of receipts and disbursements.

The Cemetery Committee so elected shall hold a meeting immediately after the adjournment of the annual general meeting to elect a Chair, Vice Chair, Secretary and Treasurer, and a Nominating Committee and a Burial Liaison Committee who shall hold office until their successors are elected.

The duties of the Chair, Vice Chair, Secretary and Treasurer and of the Nominating Committee and Burial Liaison Committee shall be determined by the Cemetery Committee.

The persons elected to the Cemetery Committee shall remain in office for a term of three years, and incumbent persons shall be eligible for re-election.

In the event of the death, bankruptcy, or resignation of any person during his or her term the Cemetery Committee may appoint a successor to hold office until the next annual general meeting. Four (4) members of the Cemetery Committee shall constitute a quorum at any meeting of the Committee.

The Cemetery Committee shall, from time to time, fix the date of their regular meetings. Special meetings may be called by the Chair or by four of the members of the Cemetery Committee through the Secretary. Notice must be given to each member of the Cemetery Committee.

The Secretary and the Treasurer, or a member of the Cemetery Committee designated by the Secretary or the Treasurer, if he or she is unable to attend in person, shall attend all meetings of the Cemetery Committee to ensure that a faithful record of its doings and of its receipts and expenditures is kept.

The funds of the Cemetery Committee shall remain in custody of the Treasurer and deposited or invested by the Treasurer as approved by Motion of the Cemetery Committee. No claim or account against the Cemetery Committee except for normal operating expenses shall be paid until the same has been approved by the Cemetery Committee. The Treasurer shall present a Financial Report at each meeting of the Cemetery Committee.

The Burial Liaison Committee shall, upon the direction of the Cemetery Committee, notify Interment Rights Holders of neglected Plots, Monuments or Markers, of the condition thereof and the repair or improvement required. If there is no response and the condition of the Plot, Monument or Marker, in the opinion of the Cemetery Committee, impairs the appearance and/or safety of the Cemetery, the

Cemetery Committee shall complete, or cause to be completed, the required repair, removal or improvement.

The Cemetery Committee shall have the right to designate, approve or appoint, annually or otherwise, all contractors who may be retained to provide services within the Cemetery, and to fix the remuneration payable to said contractors, to allot the duties to be performed by such contractors, and to discharge such contractors as the Cemetery Committee may deem expedient.

Funds received by the Cemetery Operator, save and except for those amounts required by Regulation to be paid into the Care and Maintenance Fund established and maintained under the Funeral, Burial and Cremation Services Act and Regulations thereunder, shall be appropriated and applied solely for the laying out and keeping in order of said Cemetery and in defraying the necessary expenses of the Cemetery Committee.

A. DEFINITIONS

BAO: Is the Bereavement Authority of Ontario.

Burial Coordinator: The liaison person for Salem Cemetery Committee who communicates with Funeral Home and the deceased's family.

Burial/Interment: The opening of a lot and then the placing of a dead human body or the remains of a cremated human body in that lot, followed by closing the lot. The lot shall be a grave in the ground.

By-laws: The rules under which the cemetery operates including this and all other by-laws of the Cemetery as amended and which are, from time to time, in force and effect.

Care and Maintenance Fund: 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 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.

Cemetery: Salem United Church Cemetery.

Cemetery Operator: the Salem United Church Cemetery Association (also referred to from time to time hereafter as "the Association") the membership of which shall include the members and adherents of Salem United Church, Interment Rights Holders, and interested members of the community.

Contract: A written contract between the cemetery operator and the purchaser of interment rights or other cemetery supplies and services. Purchasers shall receive a copy of the signed contract detailing the obligations of both parties and acknowledging 1. Receipt of the cemetery by-laws, 2. A copy of the BAO's publication *A Guide to Death Care in Ontario* ("Consumer Information Guide") and 3. The operator's current price list.

Corner Posts: Any stone or other land markers set flush with the surface of the ground and used to indicate the location of a lot or plot.

Cremated Remains: Means all recoverable bone fragments of a dead human body that remain after cremation in a crematorium. Bone fragments are mechanically processed to reduce the particle size.

Grave: See **Lot**.

Interment: an in-ground burial of either a casket or an approved urn for cremated remains

Interment Right: The right to require or direct the interment or disinterment of human remains or cremated human remains in a grave, lot, niche or crypt and to authorize the installation (and inscriptions) of a monument or marker.

Interment Rights Certificate: The document issued by the cemetery operator 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.

Interment Rights Holder: The person(s) authorized or entitled to authorize the interment of 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.

Lot: An area of land in a cemetery containing, or set aside to contain, interred human remains in a grave. For the purposes of these By-Laws a lot is a single grave space.

Marker (o/a tombstone, gravestone, monument): Any permanent memorial structure – upright monument, plaque, headstone, cornerstone footstone, or other structure or ornament affixed or intended to be affixed to a burial lot and used to indicate the location of a burial.

Niche: An individual compartment in a columbarium for the entombment of cremated human remains.

Opening and Closing Fee: The fee charged by the cemetery operator to excavate a grave for an interment and then refill the grave. The opening and closing fee is included in the interment fee.

Plot: Two or more lots in respect of which the rights to inter/bury have been sold as a unit.

B. GENERAL INFORMATION

HOURS OF OPERATION: CEMETERY GROUNDS ARE OPEN TO VISITORS 24 HOURS A DAY SEVEN DAYS A WEEK.
VISITATION HOURS: NOT APPLICABLE
Office Hours: not applicable
Burial Hours: not applicable

General Conduct:
The cemetery operator reserves full control over the cemetery operations and management of land within the cemetery grounds.
No person may damage, destroy, remove or deface any property within the cemetery.

All visitors should conduct themselves in a quiet manner that shall not disturb other visitors, or any service being held.

No burial, entombment, or installation of any monument, marker, inscription, or memorialization is permitted until an Interment Rights Certificate has been issued.

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.

A Motion for the amendment or revision of the By-laws shall be included on the Agenda for consideration at the next annual general meeting following the delivery of written notice of motion delivered by a member of the Association to the Secretary of the Cemetery Committee no less than two weeks before the date of the annual general meeting.

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.

Liability:
The cemetery operator will not be held liable for any loss or damage, without limitation (including damage by the elements, acts of God, or vandals) to any lot, plot, columbarium niche, mausoleum crypt, monument, marker, or other article that has been placed in relation to an interment right, except for loss or damage caused by gross negligence of the cemetery committee and its representatives.

The cemetery operator shall not be held responsible for any errors made for any interment arrangements taken over the telephone. These arrangements should be given and confirmed in writing either by hand, or email to the Burial Coordinator by the Funeral Director in charge.

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:

- 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, 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.

- 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, 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, of equal or greater value and similar location as may be substituted and granted in lieu thereof.

If necessary, notice may be mailed to the Interment Rights Holder or his or her legal representative at his or her last recorded address in the record books of the Cemetery. In the event, any such error may involve the disinterment of remains; the Cemetery Operator shall first obtain the approval of any regulatory authority and the Interment Rights Holder.

Public Register:
As required by the FBCSA, all cemetery and crematorium operators must maintain a public register that is available to the public for review during regular office hours or by appointment, and without charge.

Pet Interments:
Full body or cremated pet remains are not allowed to be interred/buried or scattered anywhere on cemetery grounds.

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.

Fees and Interment Services:
The Cemetery Committee establishes all fees and payment terms for interment rights and cemetery services. All services must be approved and supervised by the Committee, and applicable fees must be paid before interment or marker installation. All fees are outlined in the cemetery's current price list. For further information, individuals may contact the cemetery directly.

Interment rights are sold through the Treasurer. In accordance with the Funeral, Burial and Cremation Services Act, 2002, a portion of the fees collected for interment rights is deposited into the Care and Maintenance Fund, which is held in perpetuity to ensure the long-term upkeep of the cemetery. For this cemetery, the Care and Maintenance Fund is administered through the Ontario Public Guardian and Trustee (OPGT). The remaining portion of interment rights fees is used for cemetery operations.

An additional burial supervision fee applies at the time of burial. For cremation interments, this includes opening and closing the grave. For casket burials, the family or funeral home pays an approved excavation company directly, with oversight and coordination provided by the Cemetery Committee. Please refer to the pricelist for further details.

C. PURCHASE OF INTERMENT RIGHTS

The purchase of interment rights is not a purchase of real estate or real property. Interment right holders acquire only the right to direct the burial of human and/or cremated remains, and the installation of monuments, markers, and inscriptions, subject to the conditions set out in these cemetery by-laws. No burial, or installation of any monument, marker, inscription, or memorialization is permitted until the interment rights have been paid in full and the interment rights certificate has been issued.

In accordance with the FBCSA and regulations, the purchaser of interment rights must enter into a contract with the cemetery operator, providing such information as may be required by the cemetery operator for the completion of the contract and the public register. The purchaser will receive:

1. A copy of the contract
2. A copy of the cemetery by-laws
3. A copy of the price list
4. The BAO's publication *A Guide to Death Care in* Ontario, also known as the "Consumer Information Guide."

The interment rights certificate will be forwarded to the person(s) listed as the interment rights holder(s) in the contract, after full payment is received.

Opening and Closing of Graves or Lots:
The opening and closing of graves may only be conducted by cemetery staff or those designated to do work on behalf of the cemetery. All burials shall be under the supervision of Salem Cemetery Burial Coordinator.

The cemetery retains the right of passage over every grave so that the cemetery operations may be performed effectively.

No grave can be prepared by any other person other than a Salem Cemetery Committee representative. The location of any grave or burial site shall be established and marked by a member of the Cemetery Committee.

The Interment Rights Holder or authorized representative shall pay all reasonable costs and charges related to the opening and closing of the grave.

No burial, entombment, or installation of any monument, marker, inscription, or memorialization is permitted until an Interment Rights Certificate has been provided to the Committee. For all proposed burials, the Burial Coordinator shall confirm interment rights with the Salem Cemetery Sales/Record Keeper. Where necessary, the Sales/Record Keeper may require written authorization from all eligible family members for the interment of an individual not originally identified at the time the interment rights were purchased. The Interment Rights Certificate must be provided by the Interment Rights Holder.

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 carried out. The cemetery will make reasonable efforts to restore all lots after the interment or disinterment has been completed.

The Cemetery Committee will make every effort to provide interments as booked, but in the interest of public safety, should an extreme weather event occur that may make the cemetery unsafe, the cemetery operator may be forced to prevent an interment from occurring. Should this occur, the cemetery operator will make every effort to rebook the interment as soon as possible.

Authorization, Information and Documents Required for a Burial: The following items are required before an interment can take place:

- **Contract**: For each burial or entombment of human remains or cremated human remains, the purchaser or rights holder(s) must enter into a contract as described above in **Purchase of Interment Rights**.

- **Written Permission of Interment Rights Holder(s)**: Interment rights holder(s) may be required to provide identification and written direction and authorization prior to an interment/burial taking place. Should the rights holder(s) be the deceased, authorization/instructions must be provided in writing in a will, by the person authorized to act on behalf of the interment rights holder in keeping with the *Succession Law Reform Act (*i.e., Estate Trustee or authorized next of kin)

- **Proof of Registration of Death**: A burial permit issued by the Registrar General (or equivalent document for deaths that occurred outside the province of Ontario) showing that the death has been registered must be provided to the cemetery operator prior to an interment taking place.

- **Interment of Cremated Remains**: A Certificate of Cremation must be submitted to the cemetery operator prior to the burial of cremated remains.

- **Payment**: Interment rights and all services must be paid for in full to the cemetery operator before a burial may take place. Payment must be made to the Cemetery Operator prior to any burial or interment of human remains.

Scattering of Cremated Remains: Scattering of cremated remains is prohibited anywhere on cemetery grounds.

Notice Required: The cemetery requires no less than twenty-four (24) hours' notice for each interment of human remains or cremated human remains. The installation is to be supervised by a member of the Cemetery Committee.
Funeral Directors must obtain authorization from the Cemetery prior to finalizing interment arrangements with families.

Interments or disinterment will not be scheduled on (off-season, Sunday and/or holidays) unless special arrangements have been made and approved by the cemetery operator. Additional fees may be charged on these days.

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 operator's control, if an interment cannot be made at the scheduled time, the cemetery operator reserves the right to reschedule. The burial shall be completed as soon as possible.

The Interment Rights Holder or authorized representative shall pay all reasonable costs and charges related to the opening and closing of the grave.

Burial Allowances for a Single Lot / Cremation Lot:

- **Single Casket Lot:** Permits one (1) casket interment/burial and up to two (2) or three (3) urns (cremated remains). In a single casket lot, all urns are buried at 2ft, 4ft and 6ft spacing. Standard dimensions for a single casket lot are 4 ft × 10 ft.

- **Single Cremation Lot:** Permits one (1) cremated remains interment or up to two (2) cremated remains interments/burials. Standard dimensions for a single cremation lot are 4 ft × 4 ft.

Double depth interments: Double depth casket burials are not conducted or permitted at any time. 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). Please also see further provisions under the Disinterment section.

D. CANCELLATION OF INTERMENT RIGHTS WITHIN THE 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 <u>any portion</u> 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.

E. RESALE, CANCELLATION OR TRANSFER OF INTERMENT RIGHTS AFTER THE 30-DAY COOLING OFF PERIOD

RESALE OF INTERMENT RIGHTS IS PERMITTED
The rights holder has the right to sell their interment rights to a third-party before the rights are exercised, at an amount that is no greater than the price of those rights as indicated on the cemetery's current price list at the time of resale. Before reselling the rights, the rights holder may first inquire whether the cemetery operator is willing to repurchase the rights at a negotiated price. Any resale of interment rights shall be in accordance with the requirements of the cemetery by-laws and in keeping with the FBCSA and Ontario Regulations.
Requirements for a Third-Party Resale:

Upon selling the rights to a third-party purchaser, the rights holder must provide the third-party purchaser the following:*

- The interment rights certificate endorsed with the following:
    - A statement signed by the rights holder selling the rights, acknowledging the sale to the third-party purchaser.
    - A signed confirmation by the cemetery operator that the person selling the rights is shown as the rights holder in the cemetery's records.
    - The date on which the rights were sold to the third-party purchaser.
    - The name and address of the third-party purchaser.
    - A statement of any money owing to the cemetery operator in respect to the rights.
- A written statement of the number of lots/scatterings that have been used in the plot to which the rights relate and the number of lots/scatterings that remain available.
- Any other documents in the rights holder's possession relating to the rights.
- A copy of the current cemetery by-laws.

After the rights holder sells the rights to a third-party purchaser but before the purchaser exercises those rights, the purchaser must provide the cemetery operator with the endorsed certificate and any other information that the cemetery operator requires to issue a new certificate in relation to the rights.

Upon completion of the above listed procedures, and upon the issuance of the new interment rights certificate, the third-party purchaser shall be considered the current interment rights holder(s) and the purchase of the interment rights via the resale shall be considered final in accordance with the cemetery by-laws and the FBCSA.

***Transfer of Interment Rights**
If the rights holder transfers the rights to another person for no consideration (no money), the same obligations described above apply, with necessary modifications, to the rights holder and the transferee.

Administration fee for resale or transfer
In the case of a resale or transfer of rights, an administration fee applies for the cemetery operator to issue a new rights certificate to the third-party purchaser or transferee, as applicable. The fee, which is set out on the cemetery price list, is also charged for replacement of lost or damaged certificates.

Cancellation rights for interment right contracts entered into prior to the allowance of 3rd party resale by the cemetery operator: Rights holders are now permitted resale rights, or they still retain the rights set out in their contract or under previous legislation if written before July 1, 2012.

F. DISINTERMENT

Human remains may be disinterred from a lot with the written consent of the interment rights holder and prior notification to the local Medical Officer of Health. Notification to the local Medical Officer of Health is not required for the disinterment of cremated remains.

In some circumstances, the disinterment of human remains may be ordered by one or more public officials (e.g., Court Order, Coroner's Office etc.) and will take place without the consent of the interment rights holder(s) and/or next of kin.

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.

Disinterment 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.

If reinterment does not take place within the same lot and if existing memorialization (monument, marker) needs to be removed, it will be at the expense of the person authorizing the disinterment.

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 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.

G. MEMORIALIZATION

No memorial or other structure shall be erected or permitted on a lot until all charges have been paid in full and/or written consent is obtained from the cemetery operator.

No burial, entombment, or installation of any monument, marker, inscription, or memorialization is permitted until an Interment Rights Certificate has been issued.

No monument, footstone, marker or memorial of any description shall be placed, moved, altered, or removed without permission from the cemetery operator.

Memorials – monuments, markers, plaques etc. are owned by the interment rights holder and the cemetery operator is not responsible for their loss or deterioration. Interment right holders may wish to consider adding memorials to their own insurance coverage.

To ensure quality control, desired uniformity and standards of workmanship, all foundations for monuments and markers shall be contracted to be built to the cemetery operator's specifications at the expense of the interment rights holder. Concrete foundations shall not be poured when frost is present.

The cemetery reserves the right to prohibit anyone from installing, altering or removing any marker, bench, plaque and like memorials or planting any flowers and trees within the Cemetery.
A monument or other structure shall be erected only after the specific design plans have been approved by the cemetery operator including dimensions, material of structure, construction details, and proposed location.

Only one (1) monument shall be erected within the designated space on any lot.

The minimum thickness for flat markers including footstones is 4 inches or 10 cm.

All monuments and markers shall be constructed of bronze or natural stone (i.e. granite).

The cemetery operator 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 unless it is as a result of negligence by the cemetery.

Minor scraping of the monument base of an upright monument due to grass/lawn maintenance is considered normal wear and tear.

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 operator.

Should any monument or marker present a risk to public safety because it has become unstable, the cemetery operator shall do whatever it deems necessary by way of repairing, resetting, or laying down the monument or marker or any other remedy to remove the risk.

Marker Maintenance:
Depending on the availability of volunteers, the Cemetery Committee oversees marker cleaning on a regular basis.

During this process, when the inscriptions or general appearance of the markers are seen to be deteriorating, the Committee makes every effort to contact family to advise them of the situation so they can take action if possible.

The Cemetery Committee also relies on family reports of damage to a marker or if the marker seems to be unstable. This allows for appropriate action to be taken either by the family or the Cemetery Committee depending on the issue.

The Cemetery Committee does regular inspections throughout the spring and summer to ensure stability.

Dimensions of Markers:
To prevent interference with future interments and optimize cemetery maintenance, the cemetery operator reserves the right to set out the maximum size of monuments, their number and their location on each lot or plot.

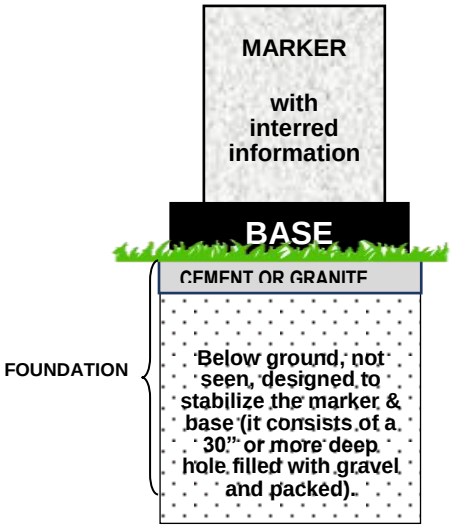
Markers and footstones of bronze or granite are permitted with size and quantity restrictions according to the following standards and the placement of such memorials shall not interfere with future interments:
Single lot maximum: Foundations and markers shall not be greater than 36” in length and 22” in width and shall be centered at the head of the lot.

- **Double lot maximum:** One (1) monument and foundation not greater than 48” in length and no more than 22” in width and which shall be centered at the head of the lots.
- **Flat marker minimum:** The flat marker shall not be greater than 16” in length and 12” in width and shall be centered at the head of the lot on a foundation.
- **Pillow marker minimum:** A pillow marker shall not be greater than 20” in length and 12” in width and shall be centered at the head of the lot on a foundation.

Foundation/Marker installation/location: The following installation requirements are for all types of markers (flat, pillow, or upright/standing).

Markers should be installed in the spring and or summer, in order that they remain stable.

Except in those rows where a foundation has been pre-installed by the Cemetery Committee (north cemetery – rows CPI, CPJ, CPK,L, M), a hole consistent with the size of the base and marker and at least 30” deep shall be dug and packed with gravel or stone dust to ground level to provide a stable foundation. In those rows where the foundation has been pre-installed this step is not required.
The top surface of the foundation shall be leveled by the use of stone dust and a base having a thickness of at least 4” and made of poured or preformed cement; granite or marble shall be installed and leveled.
The marker shall be installed so that it is centered on the lot in line with other markers in the row and markers in adjoining rows shall not be placed back-to-back directly against each other and shall be located at the head of the lot in the top 2 feet thereof.
The marker shall be glued to the base using the appropriate epoxy, glue or roll putty at the owner’s discretion.
The gaps at the edges of the base should be filled with surplus dirt to level the surface and any surplus dirt removed.



The installation will be supervised by a member of the Cemetery Committee.

Care and Maintenance prescribed amount:

Type of marker	Size	Prescribed amounts
Flat marker	less than 173 sq. in. (1,116.3 sq.cm.)	$0
Flat marker	measuring 173 sq. in. (1,116.3 sq.cm.) or more	$100
Upright marker or pillow marker	measuring 4 ft. (1.22m.) or less in height or length including the base	$200
Upright marker	measuring more than 4 ft. (1.22m.) in height or length including the base	$400

H. CEMETERY CARE AND MAINTENANCE

A portion – 40% or a minimum legislatively prescribed amount, of the price of interment rights must be deposited and trusted into the cemetery's Care and Maintenance Fund.
The income generated from this trust fund is used to maintain, secure and preserve the cemetery grounds and markers in perpetuity. Services that can be provided through this fund include:

- Lawn care, re-leveling and sodding or seeding of lots or plots
- Maintenance of cemetery roads, ditches and common areas
- Maintenance of perimeter walls and fences
- Maintenance of cemetery landscaping
- Repairs and general upkeep of cemetery maintenance buildings and equipment
- To the extent that income from the Care and Maintenance Fund permits, the cemetery operator will stabilize and secure markers and monuments within the cemetery.

I. FLORAL TRIBUTES AND CARE & PLANTING

Flowers placed on a grave for a funeral shall be removed by the cemetery staff after a reasonable time to protect the sod and maintain the tidy appearance of the cemetery.

No person other than cemetery staff or a contractor approved by the Cemetery Committee shall remove any sod or in any other way change the surface of the burial lot in the cemetery**.**

No person shall plant trees, flower beds or shrubs in the cemetery except with the approval of the cemetery operator.

The Cemetery reserves the right to disallow or remove quantities of memorial wreaths, flowers or any movable memorials that are considered to be excessive or has deteriorated so that it diminishes the character or otherwise tidy appearance of the Cemetery.

Should plant material (e.g., trees, shrubs, gardens, etc.) become unsightly, neglected, obscure the monument, or infringe on an adjacent lot or plot, the plant material will be removed by the cemetery operator and the area restored to lawn. The removal of plant material may also be necessary for the opening of a grave. The cemetery operator will not be held liable for the removal of any plant material.

Placement of Flowers and Articles:
No flowers or other items are permitted on the grass or at the base of a marker at any time, except for the following:

a. During an interment, when flowers and containers may be placed temporarily and will be removed by Cemetery Committee members after a reasonable period to protect the sod and maintain a tidy appearance.

b. On the day of the annual Cemetery Memorial Service and for the following week.
Flowers and other articles may be placed on top of the marker or its base, provided they do not encroach on neighbouring lots or common areas. All items must be securely fastened using non-tarnishing materials. Placement on monument foundations is permitted where space allows, as long as the foundation is not damaged or altered. Once flowers or articles become faded or broken, they will be removed and disposed of at the discretion of Cemetery Committee members.

J. ITEMS THAT ARE PROHIBITED AND PERMITTED

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. Prohibited articles will be removed and disposed of without notification.

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.

Prohibited articles: The following articles are prohibited from being placed on lots within the cemetery: articles made of hazardous materials such as non-heat-resistant glass (excludes glass attached to monuments), ceramics, or corrosive metals, loose stones or sharp objects, trellises, arches or borders, shepherd hooks, solar lights, chairs or benches, string lights. The cemetery operator reserves the right to remove and dispose of any article deemed prohibited without notice. Please contact the cemetery for clarification prior to purchasing or placing any articles on a lot.

Flowers and Other Articles: No flowers or other items are permitted on the grass or at the base of a marker at any time, except for the following:

a. During an interment, when flowers and containers may be placed temporarily and will be removed by Cemetery Committee members after a reasonable period to protect the sod and maintain a tidy appearance.

b. On the day of the annual Cemetery Memorial Service and for the following week.

K. CONTRACTOR/MONUMENT DEALER BY-LAWS

Any contract work to be performed within the cemetery (including but not limited to landscaping, delivery and installation of monuments and markers, inscriptions) requires 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 9excavations, delivery of monuments, markers, and inscriptions). It is the responsibility of all contractors to report to the cemetery operator and provide the necessary approvals before commencing work at any location on the cemetery property.

Prior to the start of any said work, contractors must provide proof of:

- WSIB coverage
- Occupational Health and Safety compliance standards
- Evidence of liability insurance of not less than $1,000,000
- Environmental Protection
- WHMIS

All cemetery by-laws apply to all contractors and all work carried out by contractors within the cemetery grounds.
No work will be performed at the cemetery except during the regular business hours of the cemetery. Contractors, monument dealers and suppliers shall not do any work in the cemetery in the evening (after dusk), weekends or statutory holidays, unless prior approval has been granted by the cemetery operator.

The cemetery operator 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. Contractors shall temporarily cease all operations if they are working within 100 feet of a funeral until the conclusion of the service.

To protect the grounds from surface damage, contractors, monument dealers and suppliers shall lay wooden planks on the burial lots and paths over which heavy materials are to be moved. All open excavations will be protected to prevent any personal injury. All worksites must be restored to their original state.

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.