

BY-LAWS AND REGULATIONS
FOR THE MANAGEMENT OF
McDONALD MEMORIAL CEMETERY
406 BROADWAY STREET
PORT LAMBTON, ONTARIO

Approved by the Board of Trustees

April 23, 2018

**Approved by Registrar,
Bereavement Authority of Ontario**

Registrar, *Funeral, Burial and Cremation Services Act, 2002* (FBCSA), Bereavement Authority
of Ontario (BAO)

May 31, 2018

These By-laws are the rules and regulations that govern McDonald Memorial Cemetery. They reflect time-tested Cemetery practices and have been developed based on experience, current business practices, and legislative requirements. The By-laws govern all matters pertaining to the operation of the Cemetery and have been approved by the Registrar, Bereavement Authority of Ontario.

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1. INTRODUCTION

- 1.1 McDonald Memorial Cemetery (hereinafter referred to as “Cemetery”) is owned by Port Lambton United Church, Port Lambton, Ontario, by deed given in 1919 by the late John D. McDonald. The Cemetery is located at 406 Broadway Street, Port Lambton, ON N0P 2B0, in the Township of St. Clair, County of Lambton.
- 1.2 The Cemetery is operated by an independent Board of Trustees (hereinafter referred to as “Board”).
- 1.3 The Cemetery is a non-profit, non-denominational burial ground and accepts persons of all faiths.
- 1.4 The Cemetery comprises some 7.5 acres, 4.5 of which have been plotted. The remaining 3 acres are presently used for growing crops by a local farmer.
- 1.5 Lot # 157 (at the front of the Cemetery) is known as the Veterans’ Plot. Burial in this plot is reserved for active and retired members of the Military. If the spouse of the Veteran wishes to be buried in the same plot, another Interment Right must be purchased to exchange for this right.
- 1.6 The By-laws may at any time be changed, amended, altered, repealed, rescinded, or added to, upon the approval of the Cemetery Board and the Registrar, Bereavement Authority of Ontario.
- 1.7 By-law compliance ensures the safety of the Cemetery and all employees, contractors, and visitors and the maintenance of proper cemetery operations.
- 1.8 The By-laws, the FBCSA, Ontario Regulations 30/11 and 184/12, and all Provincial, Municipal, or other legal regulations shall be adhered to by the Cemetery and all employees, contractors, and visitors.

2. GLOSSARY OF TERMS

Board: the duly elected or appointed Board of Trustees for McDonald Memorial Cemetery.

Burial: the placement underground of human remains or cremains.

Burial Permit: a permit issued by the local municipality indicating that the death has been registered.

By-Laws: the rules and regulations under which the Cemetery operates.

Certification of Cremation: a statement issued by a crematorium stating that a cremation has taken place and that the information has been recorded in the Register of Cremations.

Care and Maintenance Fund (formerly called the “Perpetual Care Fund”): it is a requirement that a portion of the purchase price of all Interment Rights and set amounts for Marker installations are put into an irrevocable trust fund known as the Care and Maintenance Fund. Only the income from this fund may be used and not the original principal contributions. Income from the Care and Maintenance Fund is used to provide general care and maintenance of the Cemetery.

Cemetery: McDonald Memorial Cemetery, located at 406 Broadway Street, Port Lambton.

Contract: all purchasers of Interment Rights must sign a contract with the Cemetery, detailing obligations of both parties and acceptance of the Cemetery By-Laws by the purchaser.

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.

Disinterment: the removal of human remains or cremains from a closed or sealed gravesite.

FBCSA: The Funeral, Burial and Cremation Services Act, 2002, as passed by the Province of Ontario and amended from time to time.

Footstone: a flat Marker at the foot of a grave.

Marker Foundation: the below-ground concrete structure upon which rests the base stone.

Gravesite or Grave: a single inground burial space intended for the interment of a child or adult (traditional or cremains burial).

Interment: the placement underground of human remains or cremains.

Interment Right: the right to require or direct the interment of human remains or cremains in a gravesite and to direct the associated memorialization.

Interment Rights Certificate: a document, issued by the Cemetery to the purchaser of Interment Rights specifying ownership of specific Interment Rights. This document is not issued until all fees have been paid in full.

Interment Rights Holder: as determined by the Cemetery, the person(s) holding the right to permit the Interment or Disinterment of human remains or cremains and the associated memorialization.

Lot: for the purposes of the By-Laws, a lot is a parcel of land sold as a single unit and containing several graves.

Marker: a Memorial (monument, tombstone, headstone, footstone) constructed of granite or bronze material and installed within the designated Marker Space of a Grave. Markers have three components, the foundation, base, and die. All markers are the property of the Interment Rights Holder. There are two types of markers:

Flat Marker: any marker set flush with the surface of the ground and imbedded in the concrete foundation.

Upright Marker: any marker projecting above the surface of the ground.

Marker Base: that portion of the Marker constructed of granite and set on the concrete foundation to provide stability and protection for the Marker Die.

Marker Die: that portion of the Marker set on the Marker Base containing the design and memorial inscription.

Marker Foundation: the in-ground concrete foundation constructed to support the Marker Base and Marker Die.

Marker Space: unless otherwise specified in the Interment Rights Certificate, that portion of the Gravesite(s) designated to contain the Marker.

Memorialization: the right to direct the installation of a Marker in accordance with the By-Laws.

Purchaser: the individual(s) purchasing the Interment Rights or services. The Purchaser does not hold or maintain the right to direct Interments, disinterment, or memorialization until registered as the Interment Rights Holder(s) and are so named on the Interment Rights Certificate.

Scattering Rights: the right to scatter cremains (cremated human remains). This is not permitted in the Cemetery; all such cremains are to be properly buried.

3. STRUCTURE AND ADMINISTRATION

- 3.1 The Board shall be composed of a minimum of six members **trustees** elected or appointed by the Cemetery Interment Rights Holders or the Cemetery Board **of Trustees** or the Port Lambton United Church Board of Trustees or a combination thereof. The selected members shall act for a life term except in case of resignation, removal, or dismissal.
- 3.2 The Board shall elect from among themselves a Chairman, Vice-Chairman, Secretary (Management), Secretary (Recording), and Treasurer. They may appoint such other Officers as may be required. They may further appoint Advisors whose knowledge and skills will be of benefit in the operation of the Cemetery.
- 3.3 The Board shall be responsible for all aspects of the operation of the Cemetery. They shall amend and approve the By-laws; however, such By-laws will not be enforceable until approved by the Registrar, Bereavement Authority of Ontario.
- 3.4 Meetings of the Board shall be held as often as required and, in any case, not less than once per year.
- 3.5 The Secretary (Recording) shall have the care of all records and documents.
- 3.6 The Treasurer shall keep proper record of all money transactions pertaining to the Cemetery operations.
- 3.7 The Board shall take reasonable precautions to protect the property of the Interment Rights Holders, but assumes no liability nor responsibility for the loss of any articles that are on the graves.
- 3.8 In all matters not specifically covered by these By-laws, or as special circumstances may arise, the Board may do anything, which is deemed reasonable, and such determination shall be binding upon the Interment Rights Holders and all parties concerned.
- 3.9 There shall be no rights implied or expressed except those granted to the Interment Rights Holders.

4. GENERAL PROVISIONS

- 4.1 **Hours of Operation:** The Cemetery is normally open daily; however, winter access may be limited. The Cemetery reserves the right to restrict access to the Cemetery for such purposes as, in its sole discretion, it considers appropriate.
- 4.2 The Board reserves full control over the Cemetery operations and management of land within the Cemetery grounds.
- 4.3 **Private Property:** The Cemetery is private property; however, everyone may visit the Cemetery at their own risk and shall be governed by the following:
 - 4.3.1 No person shall damage, destroy, remove or deface any property in or belonging to the Cemetery.
 - 4.3.2 All visitors should conduct themselves in a quiet manner and shall not disturb any service being held.
 - 4.3.3 In the sole opinion of the Cemetery, any person whose actions, conduct, behaviour, or attire disturbs the decorum of the Cemetery, or who violates these By-laws, shall be required to leave the Cemetery grounds.
 - 4.3.4 Dog, cats, and other pets are not permitted on Cemetery property. Guide dogs are the only exception.

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- 4.3.5 Special events are only permitted with the prior approval of the Cemetery Board.
- 4.3.6 Vehicles within the Cemetery shall be driven at a speed less than 15 km/hr. At no time shall vehicles park or drive on the grass. Owners of vehicles shall be held liable for any damage caused by their drivers or vehicles.
- 4.3.7 The use of roller blades, skateboards, etc. is strictly prohibited.
- 4.3.8 The burial of animals is NOT permitted.
- 4.3.9 The use of motorized vehicles, such as all-terrain vehicles, snowmobiles, etc., is strictly prohibited.
- 4.3.10 Bicycles are permitted within the Cemetery and must be operated in a safe manner. They may only be used on the Cemetery road at a speed less than 10 km/hr. Bicycle racing is strictly prohibited.
- 4.3.11 Canvassing, soliciting, selling, advertising, or distributing business cards is prohibited. The exception to this is the displaying of a marker supplier's name on the back of a marker.
- 4.3.12 There must be no refreshments in the Cemetery.
- 4.3.13 No hunting is allowed.
- 4.3.14 The discharge of firearms on Cemetery property, except at Interment services for which permission has been granted by the Board, shall be prohibited.
- 4.3.15 Rubbish is not to be thrown on roads, walkways, or the ground.
- 4.3.16 It shall be the duty of any Interment Rights Holder, visitor, contractor, etc. to report to a member of the Board any damage or misconduct in the cemetery.
- 4.3.17 Children must, at all times, be under the supervision of a responsible person.
- 4.3.18 All persons are to refrain from picking flowers or breaking or injuring any shrub or tree. Writing or marking upon or defacing any Marker or landmark is forbidden.
- 4.4 The Cemetery assumes no liability or responsibility for the loss of, or damage to, any Gravesite, Marker, or article that may be placed on an Interment Right save and except as noted below:
- 4.4.1 The Cemetery only assumes liability if, during the course of performing routine cemetery operations, the Cemetery or authorized representative(s) should cause damage to any Gravesite or Marker. The liability shall be limited to the extent of the physical damage caused, and the Cemetery shall make a reasonable effort to correct the damage.
- 4.4.2 The Cemetery disclaims all responsibility for loss or damage from causes beyond its reasonable control, whether the damage or loss be direct or collateral, and especially from damage by an Act of God, the elements, earthquakes, wars, common enemies, air raids, invasions, insurrections, riots, orders of any military or civil authority, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, or any causes similar or dissimilar. If it becomes necessary to reconstruct or repair a Marker, the repairs will be at the expense of the Interment Rights Holder. The Cemetery may give a 90-day written notice of the necessity for such repair to the Interment Rights Holder on record. The notice shall be considered given once sent by registered mail addressed to the current Interment Rights Holder at his/her address on the Cemetery records.
- 4.5 All Markers as well as any items affixed to or intended to be affixed to the Markers are the property of the Interment Rights Holders.
- 4.6 **It is the obligation of each Interment Rights Holder to give written notification to the Cemetery of any change of his/her address.** Notices sent to the Interment Rights Holder at the last address according to the Cemetery's record shall be deemed to have been received by him/her/them when in the ordinary course of post it would have reached him/her/them at the address in the Cemetery's records.
- 4.7 Where the person(s) to exercise or deal with Interment Rights is/are not the person(s) whose name(s) appear(s) on the Interment Rights Certificate, the Cemetery shall require such person(s) to produce, at his/her/their sole expense, such documentation as the Cemetery may require, to establish the legal right of such person(s) to exercise or deal with such Interment Rights.
- 4.8 The Cemetery expressly reserves the following rights and privileges to be exercised from time to time in accordance with any governing Provincial legislation in effect at the time:
- to re-survey, enlarge, construct a building or structure, alter, and/or diminish all or any portion of the Cemetery;
 - to layout, establish, close, eliminate, or otherwise modify or change the location of roads or walkways;
 - to create or remove easements and rights of way over and through all of the Cemetery premises for the purpose of installing, maintaining, or operating utility or communication lines, drains, irrigation systems, or for any other cemetery purpose provided that no Interments or sale of Interment Rights have taken place in these areas.

- 4.9 No easement or Right of Interment is granted to any Interment Rights Holder in any road or walkway within the Cemetery, but such road or walkway may be used as a means of access to the Cemetery as long as the Cemetery devotes such road or walkway to that purpose.

5. CORRECTION OF ERRORS

- 5.1 To correct any error(s) that may have been made by The Cemetery in making an Interment or Disinterment or in the description, transfer, or granting of Interment Rights, the Cemetery may either cancel such grant and substitute and grant in lieu thereof other Interment Rights of equal value and similar location as far as is reasonably possible and as may be selected by the Cemetery, or refund the money paid on account for the purchase of said Interment Rights. In the event any such error may involve the Interment or Disinterment of the remains of any person in any Interment Right, the Cemetery, with the permission of the local Medical Officer of Health and Interment Rights Holder, may remove and re-inter the remains in such other Interment Rights of equal value and similar location as is reasonably possible as may be substituted and granted in lieu thereof.

6. PURCHASES, SALES, AND TRANSFERS

- 6.1 **Contracts:** All purchasers of Interment Rights must sign a Cemetery contract. Terms and conditions of sale are detailed in the contract.
- 6.2 **Ownership of Interment Rights:** It is important to note that the interment "site" itself is not purchased as the Cemetery retains full ownership of all land and burial sites. Interment Rights Holders acquire only the "right to inter and to direct the installation of Marker(s)" within a designated interment site. Such rights are subject to the conditions set out in the Cemetery By-laws. Ownership of Interment Rights do not transfer from the Cemetery until all money due under the contract is paid at which time the Interment Rights Certificate will be issued.
- 6.3 **Cancellation of Interment Rights within 30-day Cooling-off period:** Provided an Interment has not taken place, a Purchaser may cancel an Interment Rights contract within 30 days of signing the contract by providing written notice of the cancellation to the Cemetery. The original Interment Rights Certificate must be returned to the Cemetery. All money paid will be refunded within 30 days from receipt of the written notice and of the Interment Rights Certificate.
- 6.4 **Private Re-sale or Transfer of Interment Rights after 30-day Cooling-Off Period:**
- 6.4.1 The Cemetery will **NOT** purchase unwanted Interment Rights from any Interment Rights Holder; however, Interment Rights Holders may sell or transfer their Interment Rights to other persons, subject to the rules and regulations of the FBCSA and the Cemetery By-laws.
- 6.4.2 All re-sales or transfers of Interment Rights **MUST** be carried out through the Cemetery in accordance with the FBCSA and the Cemetery By-laws.
- 6.4.3 The selling price cannot exceed the current amount as listed in the Cemetery price list.
- 6.5 **Completion of Sale or Transfer:**
- 6.5.1 The original Interment Rights Certificate must be returned to the Cemetery.
- 6.5.2 If the original Interment Rights Certificate cannot be produced, the Cemetery must verify ownership of the Interment Rights. When ownership has been verified, a fee, as listed on the current Cemetery Price List, will be charged, for issuing a replacement Interment Rights Certificate.
- 6.5.3 Acceptable photo identification and proof of ownership of Interment Rights must be presented with the return of the original Interment Rights Certificate.
- 6.5.4 When all necessary forms have been duly executed and all outstanding balances and applicable fees have been paid, a new Interment Rights Certificate will be issued.
- 6.5.5 Upon completion of the above listed procedures, and upon the issuance of the new Interment Rights Certificate(s), the third party purchaser(s) or transferee(s) shall be considered the current Interment Rights Holder(s) and the resale or transfer of the Interment Rights shall be considered final in accordance with the Cemetery By-laws and the FBCSA.
- 6.6 **Prices for Interment Rights and Related Services:**
Such prices are those set out in the most recent Price List and such lists are subject to periodic changes. Prices shall include the applicable portion for deposit to the Care and Maintenance Fund, as prescribed by the FBCSA.
- 6.7 **Care and Maintenance Fund:**

As required by sections 166 and 168 of Regulation 30/11 under the FBCSA, a portion of the purchase price of all Interment Rights and a prescribed amount for Markers must be paid into the Care and Maintenance Fund. Income from the fund is used to provide general care and maintenance of the Cemetery. Payments to the Care and Maintenance Fund are not refundable except when Interment Rights are cancelled within the 30-day Cooling-off period (see 6.4 above).

7. INTERMENTS AND DISINTERMENTS

- 7.1 A single grave may contain the cremains of two persons OR a casket containing the remains of one person and, outside the casket, if space permits, the cremains of one person.
- 7.2 Interments are normally permitted between 9:00 a.m. and 4:00 p.m. Monday through Saturday. Interments are not permitted on Sundays or Statutory Holidays except under exceptional circumstances and will require the approval of the Board and payment of additional fees as outlined in the current Cemetery Price List.
- 7.3 Interments shall take place unless weather or other circumstance does not permit.
- 7.4 At times, during the December to May period, Interment may not be possible or practical and at such times, as decided by the Board, the use of a Mausoleum crypt or other suitable storage of the body shall be required. The arrangements and cost of such storage shall be the responsibility of the estate of the deceased. The Board will endeavour to inter at all times of the year.
- 7.5 No Interment shall take place without notice to the Chairman, Vice-Chairman, or Secretary (Management).
- 7.6 For each Interment, the Cemetery shall be given a minimum of forty-eight (48) hours' notice, eight (8) of which must be regular working hours. The Cemetery will not be responsible for the preparation of graves without such notice.
- 7.7 The opening and closing of graves may **only** be done by Cemetery personnel or those designated to do the work on behalf of the Cemetery.
- 7.8 The opening of a gravesite for Interment may necessitate the temporary mounding of earth on adjacent gravesites. The Cemetery reserves the right to determine the location for the temporary mound and will make reasonable efforts to restore adjacent gravesites to their original condition as soon as possible following the closing of the grave.
- 7.9 All burials in the area between the roads will require the use of a concrete vault approved by the Board or the Secretary (Management) of the Board. An area on the west side of the west road and on the east side of the east road has been set aside for those wishing burial without such vaults.
- 7.10 Cremains must be enclosed in a container made of a durable material.
- 7.11 No Interment, Disinterment, or any other service shall be provided until all fees have been paid in full.
- 7.12 Due to the increasing use of oversized outer containers, the Cemetery shall not be responsible for the resulting reduction in the number of grave openings that may be made in any plot.
- 7.13 Responsibility of the Cemetery to an Interment Rights Holder for a grave that may unknowingly contain a burial shall be limited to that of transferring a replacement grave to the Interment Rights Holder.
- 7.14 No Interment shall take place until the following have been received:
- written authorization from the Interment Rights Holder(s) or agent giving permission for the Interment if the person to be interred is other than the Interment Rights Holder;
 - a Burial Permit or Certificate of Cremation;
 - a statement with the name of the deceased; late residence; date of birth; place of birth; names of parents; age; date of death; place of death; sex; marital status; name, address, and phone number of next-of-kin; name, address, and phone number of person authorizing Interment;
 - all applicable fees.
- 7.15 **Permission for Interments**

- 7.15.1 If the Interment of someone other than the Interment Rights Holder is to take place, written permission of the Interment Rights Holder or his/her legal representative must be received before the Interment. If the Interment Rights Holder is unable to legally sign a document, a notarized permission letter must be obtained from the person who holds the Interment Rights Holder's Power of Attorney. A copy of the Power of Attorney will also be required. Any and all costs incurred in procuring the required documents (notarized letters, power of attorney, etc.) will be at the expense of the estate of the person to be interred.
- 7.15.2 If the Interment Rights Holder is deceased, the executor(s) of the Interment Rights Holder's estate will be required to sign on behalf of the estate to give permission for someone other than the Interment Rights Holder to be interred. The Board shall require a notarial copy of the will or letters probate naming the executors. If the executors are deceased or unable to legally sign a document, notarized permission letters must be obtained from all living heirs of the Interment Rights Holder. Any and all costs incurred in procuring the required documents (notarial copy of the will, letters probate, notarized permission letters, etc.) will be at the expense of the estate of the person to be interred.
- 7.16 When Interment Rights in a lot are jointly held by two or more persons, an order for Interment shall be accepted from either or any of them or from their legal representative.
- 7.17 Interments in Lot # 157 (Veterans' Plot) shall require the approval of either the Secretary (Management) acting on behalf of the Board or any three members of the Board.
- 7.18 Disinterments shall be completed in accordance with the FBCSA.
- 7.19 The scattering of cremains is **not** permitted in the cemetery.

8. MARKERS (FORMERLY HEADSTONES AND MONUMENTS)

- 8.1 Permission to install markers:
- 8.1.1 No Marker may be installed until one year after a casket interment. In the case of a cremains burial, a marker may be erected anytime; however, this may exclude the right to a later full (casket) burial.
- 8.1.2 No Marker shall be delivered to the Cemetery without prior approval of the Board.
- 8.1.3 If the installation of a Marker is for someone other than the Interment Rights Holder(s), written permission of the Interment Rights Holder(s) or agent must be received before the installation. The agent must provide a notarized permission letter from the person who holds the Interment Rights Holder's Power of Attorney. A copy of the Power of Attorney will also be required. Any and all costs incurred in procuring the required documents will be at the expense of the person authorizing installation of the Marker.
- 8.1.4 If the Interment Rights Holder is deceased, the executor(s) of the Interment Rights Holder's estate is/are authorized to sign on behalf of the estate to give permission for installation of a marker. A notarial copy of the will or letters probate naming the executor(s) will be required. If the executor(s) is/are deceased or unable to legally sign a document, notarized permission letters must be obtained from all living heirs of the Interment Rights Holder. Any and all costs incurred in procuring the required documents will be at the expense of the person authorizing installation of the Marker.
- 8.2 Markers shall be delivered to the Cemetery only after the requirements, as specified in 8.1, and all fees have been received and acknowledged by the Board.
- 8.3 All Markers (foundations, bases, and dies) must be properly installed according to the Cemetery By-laws.
- 8.4 All Markers, including footstones, shall be constructed of bronze or natural stone (e.g. granite).
- 8.5 The Board reserves the right to determine the maximum size of Markers, the number of Markers, and their location on each grave. Markers must not be of a size or location that would interfere with any future interments.
- 8.6 If space allows, one (1) flat Marker and one (1) upright Marker or two (2) flat Markers shall be permitted at the head of each grave, with one (1) footstone at the foot of the grave.
- 8.7 Markers shall be placed at the centre of the head (west end) of the grave except where alignment with existing nearby Markers justifies another location. Footstones are to be similarly placed at the foot (east end) of the grave.

- 8.8 No Marker shall be over thirty-two (32) inches in height from the surface of the foundation (grade level) or less than six (6) inches in width at the base. The width of slanted markers must be a minimum of six (6) inches at the base and a minimum of three (3) inches at the top. The Marker length and width cannot exceed that of the base (see 8.14.2).
- 8.9 The minimum height for a flat Marker, including footstones, is four (4) inches. It must be inset into the foundation (see 8.14.1) (a base is not required) so that the top surface of the Marker is level with the ground.
- 8.10 All Markers shall be firmly secured by stainless dowels on solid foundations so as to prevent any shifting of the base and the die. The dowels shall extend from a minimum of six (6) inches in the foundation, through the base, and a minimum of six (6) inches into the die.
- 8.11 All foundations, bases, and dies must be properly installed according to the Cemetery By-laws.
- 8.12 No Marker, Base, or Foundation shall be placed, moved, altered, or removed without permission of the Board.
- 8.13 The Marker for a Canadian or Allied Veteran shall not be altered or moved without the agreement of Veteran Affairs Canada or such authority as is prescribed by statute. This shall apply only where Veteran Affairs Canada or such authority has contributed to the cost of the Marker.
- 8.14 All upright Markers must have a foundation and base as described below:
- 8.14.1 **Foundation:**
- No foundation shall be closer than three (3) inches to the lot width side-lines on which it is to be installed.
 - Marker foundations shall be a minimum of three (3) inches wider and three (3) inches longer than the base and shall be level with the ground so as to permit the unobstructed use of lawn mowers. All foundations shall be at least four (4) feet deep and shall be sufficient to firmly support the Marker for its life.
 - All edges are to be trowel-finished.
 - The surface area must be formed and flush with the surrounding ground level and shall provide a level surface free of defects.
 - Foundations must be cured for a minimum of 48 hours before placing the Marker. The concrete shall be protected from wind, rain, or sun during curing, by covering it completely with a piece of plywood having a minimum thickness of one-half (½) inch for a minimum of 48 hours. All rubbish and excavated material shall be removed from the site.
 - **The site must be secured when unattended.**
 - Defective areas must be repaired to the approval of the Board.
 - No floating foundations shall be permitted.
- 8.14.2 **Base:**
- The perimeter of the base shall be inset a minimum of three (3) inches from the perimeter of the foundation on which it is to be installed.
 - The top and bottom of a base stone shall be smooth sawn.
- 8.15 All caps, urns, or other Marker ornaments must be firmly secured.
- 8.16 Free-standing crosses, not exceeding thirty-two (32) inches in height, are permitted but must be secured in a concrete foundation.
- 8.17 Minor scraping of the Base or Marker due to grass/lawn maintenance is considered to be normal wear.
- 8.18 Markers are owned by the Interment Rights Holder and the Cemetery operator is not responsible for their loss or deterioration. These markers should be protected by the Interment Rights Holder's own insurance coverage.
- 8.19 If any Marker presents a risk to public safety because it has become unstable, the Cemetery shall do whatever it deems necessary by way of repairing, re-setting, or laying down the Marker or any other remedy so as to remove the risk.
- 8.20 The Cemetery reserves the right to remove, at its sole discretion, any Marker or inscription which is not in keeping with the dignity or decorum of the Cemetery as determined by the Board.

9. CARE, PLANTING, AND DECORATIONS

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- 9.1 The Cemetery reserves the right to regulate the articles placed on graves. Articles which are detrimental to efficient maintenance or which constitute a hazard to machinery, employees, or visitors, or which are unsightly or do not conform with the respect, dignity, and natural beauty of the Cemetery, shall be removed and disposed of without notification.
 - 9.2 To maintain the tidy appearance of the Cemetery, flowers placed on a grave from a funeral shall be removed by the Cemetery after a reasonable time.
 - 9.3 The Cemetery reserves the right to disallow or remove quantities of memorial wreaths, blankets, flowers, shrubs, trees, etc., considered to be excessive or unsafe or that diminish the otherwise tidy appearance of the Cemetery.
 - 9.4 If the position of memorial wreaths, flowers, shrubs, trees, etc. impedes the cutting and/or trimming of the grass, they shall be removed without notification.
 - 9.5 The Board shall not be responsible for loss of, or damage to, articles left on a grave.
 - 9.6 The Board shall ensure that the Cemetery is maintained and kept properly graded, sodded, and mowed.
 - 9.7 Only those authorized by the Cemetery shall remove any sod or in any other way change the surface of the gravesites in the Cemetery.
 - 9.8 Interment Rights Holders desiring to improve their Interment Rights areas must receive approval from the Board before proceeding with any work.
 - 9.9 No improvement shall be permitted on any grave until all the fees have been fully paid.
 - 9.10 Fresh-cut flowers, in shatter-proof containers, are permitted on graves from May 15th to October 31st inclusive; however, they must be positioned so as not to interfere with grass cutting. Any that become unsightly or interfere with grass cutting will be removed without notification.
 - 9.11 Artificial wreaths without glass or plastic covers shall be permitted from November 1st to March 31st. Such articles must be securely fastened to the Marker or where there is no Marker, mounted on an approved wreath stand of at least thirty (30) inches in height and securely anchored to the ground. Grave blankets will also be permitted during this period. All such articles must be removed by March 31st. Articles not removed by March 31st will be removed and disposed of by the Cemetery without notification.
 - 9.12 Flower beds will be permitted in front of the base of a Marker to a width of one (1) foot and no longer than the base. Such flower beds, if not kept neat and weeded will be removed by the Board.
 - 9.13 With proper holders, headstone memorials may be attached to upright Markers throughout the year.
 - 9.14 No tree or shrub that will attain over four feet in height may be planted in the Cemetery unless authorized by the Board.
 - 9.15 Trees and shrubs already situated on a grave which have become, by means of their roots, branches or in any other way, detrimental to the adjacent trees, graves, drains, roads or walkways or prejudicial to the general appearance of the grounds or inconvenient to the public, may be removed in whole or in part by the Board, after thirty (30) days' notice has been given to the Interment Rights Holder, where possible.
 - 9.16 The indiscriminate planting of trees and shrubs in the cemetery shall not be allowed and it shall be the duty of the Board to remove all unapproved features to the landscape. If trees or shrubs become detrimental to adjacent graves or walkways, they shall be removed by the Board and all charges for such removal shall be charged against the Interment Rights Holder(s).
 - 9.17 No person shall remove any flower(s), shrub(s), flower container(s), etc., from the Cemetery without authority.
 - 9.18 No enclosure (borders, fences, railings, etc.) shall be allowed around any lot or grave.
 - 9.19 Nails, wires, benches, steps, structures of wood (including crosses), articles of pottery or other material which, when neglected or broken, may create a hazard to workers or visitors will be removed.

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- 9.20 To help keep visitors and workers safe and to ease grass cutting and trimming, no glass containers of any kind, solar lights, etc., may be placed in the cemetery.
- 9.21 No tomb or vault shall be erected in the cemetery except on lots which the Board may designate nor until the plan thereof shall have been submitted to and approved by the Board.
- 9.22 All corner markers shall not exceed six (6) inches square and must be inserted inside the boundary lines of the grave. Such markers must not disturb the markers installed by the Board.
- 9.23 No unauthorized person shall move corner markers installed by the Board.

10. RULES OF CONDUCT FOR CONTRACTORS (INCLUDING MARKER DEALERS)

- 10.1 Any work to be performed on Cemetery property requires the pre-approval of an authorized representative of the Cemetery before the work may begin. In addition, any work to be completed for an Interment Rights Holder requires the written pre-approval of the Interment Rights Holder. Such written pre-approval must be given to the Cemetery representative before any work commences.
- 10.2 Contractors, at their expense, shall obtain all necessary permits, licenses, and certificates and shall comply with all laws, rules, regulations and codes relating to the work.
- 10.3 Contractors shall provide the Board with sufficient proof of WSIB coverage and adequate liability insurance before beginning any work in the Cemetery.
- 10.4 Contractors shall not enter the Cemetery, for business purposes, in the evenings or on weekends or statutory holidays, unless prior approval has been granted by the Cemetery.
- 10.5 Hours of work shall be determined, by advance agreement, between the Contractor and the Board with the Board having final authority.
- 10.6 All Cemetery By-laws apply to all contractors and to all work carried out by contractors within the Cemetery.
- 10.7 Contractors shall conduct their operations in such a way as to prevent damage to any grounds, turf, shrubs, trees, flowerbeds, Markers, decorations, vases, or any other article or natural feature in the Cemetery. In order to prevent damage Contractors shall lay planks or use motorized carts on the Gravesites, grass, and paths over which heavy materials are to be moved. Any damage caused by Contractors shall be rectified to the satisfaction of the Board and at the expense of the Contractor.
- 10.8 Contractors shall not park on the grass unless directed to do so by the Board.
- 10.9 The Board reserves the right, at its sole discretion, to temporarily cease Contractor operations if the noise of the work being performed by the Contractor is deemed to be a disturbance to any funeral or other authorized public gathering within the Cemetery.
- 10.10 All work sites must be secured when left unattended.
- 10.11 Contractors working within the Cemetery must remove all implements, equipment, and rubbish from the Cemetery at the conclusion of the completed work or as directed by the Board.
- 10.12 The Board shall not be held responsible in any way for any injury which should befall any marker dealer or contractor or their employees while performing their duties on Cemetery property.