

St. Peter's Anglican Church

Hereinafter referred to as "the cemetery operator"

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St. Peter's Anglican Church Cemetery and Scattering Garden By-laws

These by-laws are the rules that govern the operations of St. Peter's Anglican Cemetery located at 29625 Lakeview Line, Wallacetown, ON NOL 2M0. 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").

Effective date: February 28, 2025

Cemetery History

The cemetery you are about to enter had its beginnings in Fermanagh County, Ireland where, Mary Story, a widow with four children, left and emigrated to America in 1800 along with her brother Leslie Patterson. Not willing to take the oath of allegiance to the United States, Mrs. Story, her brother, Leslie and another family member John Pearce set out on foot to find a new home in Upper Canada. Mrs. Story arrived in the Talbot Settlement on July 14th, 1809, and settled on Lot 11. Her first task was to clear a small piece of ground and erect a log house, then clear more land for the raising of crops. Carving out a home and a livelihood with her children and friends was interrupted by the War of 1812. It was more than a decade later that Mrs. Story deeded her 10 best acres to the Bishop of Quebec on May 29th, 1828, even though burials had taken place on the grounds as early as 1825. The cemetery, church and rectory were built on this ground, thanks to the generosity and faith of Mary Story. A red granite monument to Mrs. Story is located at the foot of the hill at the south end of the cemetery. The grave of Col. Thomas Talbot, the developer of the Talbot Settlement, is located in the south-east corner next to a historic plaque. Seven graves are marked to indicate veterans of the War of 1812, as well as replicas of a Commonwealth War Grave monument, dedicated to Ellis Wellwood Siften. Siften was the recipient of a Victoria Cross, at the battle of Vimy in the Great War, he was also a member of St. Peter's Anglican Church.

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SECTION A – DEFINITIONS

“**Act**” means the Funeral, Burial and Cremations Services Act (FBCSA)

“**Base Stone**” means the structure upon which rests the die stone.

“**BAO**” means Bereavement Authority of Ontario.

“**Board**” means the duly elected and appointed Board members for St. Peter’s Anglican Church Tyrconnell.

“**Burial Permit**” means a permit issued by the Division Registrar indicating the death has been registered.

“**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.

“**Canons**” means the Canons of the Diocese of Huron (Canon 14 Title to Real Property, Canon 18 Vestries and Churchwardens, Canon 41 Cemeteries and Canon 43 Chapels of Ease, Cemetery Chapels and Summer Churches).

“**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 and scattering rights sold, transferred or assigned; and prescribed amounts for monuments and markers, be contributed into the operator’s care and maintenance trust fund.

Interest earned from this Care and Maintenance Fund is used to cover the costs of care and maintenance of the cemetery, including markers and monuments, in perpetuity.

“Contract” A written contract between the cemetery operator and the purchaser of interment or scattering 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.

“Cornerstone” means any stone or other marker set flush with the surface of the ground and used to indicate the location of a lot or plot.

“Die Stone” means the main component of the upright marker, which rests on the base stone.

“Entombment” means the placement of human remains in a crypt or cremated human remains in a niche.

“Foundation” means the below ground concrete structure upon which rests the base stone.

“Grave” see Lot

“Inter” means the burial of human remains and includes the placing of human remains in a lot.

“Interment Right” (also known as lot owner) means 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/Grave”

A. Cremation Lot means an interment space containing or set aside to contain no more than two cremated human remains. Usually, 2ft x 2ft.

B. Lot means an area of land in the Cemetery containing or set aside to contain human remains and that is intended for one full burial, or two cremated human remains generally having a size of 4 feet by 8 feet.

“Marker/Monument” means any monument, tombstone, plaque, headstone, cornerstone or other structure or ornament affixed or intended to be affixed to an interment lot, or other structure or place intended for the deposit of human remains.

A. Flat Marker means any marker set flush with the surface of the ground.

B. Upright Marker means any marker projecting above the ground formed in cement and set with a beveled edge.

C. Monument consisting of a base, die stone, and requires a 5-foot concrete foundation.

“**Ministry**” means the Ministry of Public and Business Service Delivery and Procurement (MPBSDP).

“**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.

“**Plan**” means the plan of the Cemetery, approved by the Bereavement Authority of Ontario.

“**Plot**” means two or more lots for which the rights to inter have been sold as a unit.

“**Registrar**” means the Registrar appointed under the FBCSA.

“**Regulations**” means Regulations made under the FBCSA.

“**Secretary**” means the person appointed by the Board to be the Secretary of the Board.

“**Treasurer**” means the person appointed by the Board to be the Treasurer of the Board.

“**Trust Fund**” means a trust fund established for the purposes of St. Peter's Anglican Church Cemetery, Tyrconnell.

“**Urn**” means any container used to hold cremated human remains.

SECTION B – ORGANIZATION

1. The Cemetery was created from a donation of ten acres of land by Mary Story in 1825. The Cemetery is owned by The Incorporated Synod of the Diocese of Huron and maintained by the Anglican Parish of St. Peter's church Tyrconnell, Ontario. The Cemetery Board is a standing committee of the Parish Council which consists of:
The Wardens and Rector (or Priest-in-charge, or incumbent, or an appointed clergy person)
 - A minimum of two members of the Vestry of St. Peter's Anglican Church
 - A minimum of two members of the community at large
2. The Cemetery currently sells interment rights in single and multiple grave lots. We do not own or operate a crematorium, mausoleum, columbarium.
3. The Cemetery is operated solely for the benefit of St. Peter's Anglican Church. All money received is employed or reserved solely for the administration and maintenance of the Cemetery.
4. All notices required by any rule or regulation to be given to lot owners may be given personally to the owners/Interment Rights Holder(s) and/or mailed to the owners/Interment Rights Holder(s) and/or their legal representatives at the last postal office address appearing in the Register/books of the Cemetery.

SECTION C – GENERAL INFORMATION

Hours of Operation: Cemetery grounds are open to visitors from 9:00 a.m. to 5:00p.m. seven (7) days a week. Entrance to the cemetery from dusk to dawn is prohibited.

General Conduct:

The cemetery operator reserves full control over the cemetery operations and management of land within the cemetery grounds. Please be advised that this is private property, and all individuals enter at their own risk.

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. Children under the age of 12 years old must be accompanied by an adult.

Leashed pets are permitted on cemetery grounds.

By Law Amendments:

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

Notices required by any by-law shall be delivered in person or by mail to the Interment Rights Holder(s) or their legal representative at the last recorded postal address on file with the Cemetery.

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 or scattering right, except for loss or damage caused by gross negligence of the cemetery operator.

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.

Public Register:

As required by the FBCSA, all cemetery and crematorium operators must maintain a public register (record of all lot sales and interments) that is available to the public for review during regular office hours or by appointment, and without charge. A plan of the Cemetery is on file in the Archives of the Diocese of Huron and in the Church of St. Peter's together with maps detailing the location and size of each lot.

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.

Abandonment of Interment Rights:

Any Interment Rights which are sold and not used for interment purposes after a twenty (20) year period may be considered abandoned. The cemetery operator may apply to the Registrar appointed under the Act for a declaration that the Interment Rights are abandoned, after making inquiries and giving reasonable notice(s) to find the Interment Rights Holder or beneficiaries. Upon being satisfied the rights are abandoned, the Registrar shall issue a declaration to the effect. If there is no appeal by the end of the time period allowed for appeal, the cemetery operator may resell the Interment Rights.

SECTION D – 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 or scattering 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 Purchase 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."

Interment Rights Holders are strongly encouraged to provide/list the names of individuals entitled to be buried/interred in the purchased grave(s) on the Contract for Purchase of Interment Rights or by notifying the Secretary-Treasurer directly. Interment Rights shall be sold and implemented exclusively through the Secretary Treasurer. Additionally, the Interment Rights Holder(s) are required to notify the Cemetery of any changes to their mailing address.

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.

SECTION E – 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 any portion of the interment rights purchased in this contract have been exercised, the contract is deemed to have been fulfilled, and the rights holder no longer has the right to cancel the contract and receive a refund for the rights purchased.

SECTION F – CARE AND MAINTENANCE

The FBCSA, O. Reg. 30/11 and O. Reg. 184/12 require that an amount of money, that is the greater of a minimum prescribed amount and a percentage of the purchase price (excluding tax) of all interment and scattering rights sold, transferred or assigned; and prescribed amounts for monuments and markers, be contributed into the operator's care and maintenance trust fund. Interest earned from this Care and Maintenance Fund is used to cover the costs of care and maintenance of the cemetery, including markers and monuments, in perpetuity.

The deposit to the Care and Maintenance Fund shall be as specified in the Regulations made under the Funeral, Burial and Cremation Services Act, 2002 (FBCSA), as amended.

- a. In the case of an in-ground grave that are 2.23 m² (24 ft²) or larger (adult burial), the greater of 40% of the selling price or \$290.00 – whichever is greater.
- b. In the case of an in-ground grave that are smaller than 2.23 m² (24 ft²) (burial of a child or of cremated remains), 40% of the selling price or \$175.00 – whichever is greater

SECTION G – RESALE, CANCELLATION OR TRANSFER OF INTERMENT RIGHTS AFTER THE 30-DAY COOLING OFF PERIOD

RESALE OF INTERMENT/SCATTERING 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/scattering 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/scattering grounds 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 Chair of the Board with the endorsed certificate and any other information that the Chair of the Board requires to issue a new certificate in relation to the rights.

As soon as possible after the death of the interment rights holder, or after the death of any co-owners (if multiple people are listed as the interment rights holders) of the specific lot/plot, the issue of who will have ownership of the lot/plot in future and who will have the authority to allow future burials should be discussed with the Board.

The cemetery operator reserves the right to require the production of a notarial copy of the will or other evidence sufficient to prove ownership. All signatures will be confirmed by the Secretary Treasurer in person, failing that, signatures must be notarized to be considered authentic.

Upon completion of the above listed procedures, and upon the issuance of the new interment or scattering rights certificate, the third-party purchaser shall be considered the current interment or scattering rights holder(s) and the purchase of the interment or scattering 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.

In cases of transfer of interment rights by will or bequest, the transfer shall be recorded upon receipt of a notarized copy of the will. In the event of intestacy, or where interment rights have not been specifically devised in the will, the Cemetery will recognize as the owner the individual(s) listed as beneficiaries of the residue of the estate, or as designated in a signed agreement executed by the immediate heirs.

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.

SECTION H – AUTHORITY, INFORMATION AND DOCUMENTS REQUIRED FOR BURIAL

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

Contract: For each burial or entombment of human remains, or each scattering of 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 a burial, scattering, or entombment taking place. Should the rights holder(s) be the deceased, authorization must be provided in writing by the person authorized to act on behalf of the interment rights holder in keeping with the Succession Law Reform Act (i.e., 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 or Scattering of Cremated Remains: A Certificate of Cremation must be submitted to the cemetery operator prior to the burial or scattering of cremated remains.

Payment: Interment/scattering rights and all services must be paid for in full to the cemetery operator before a burial or scattering may take place.

SECTION I – INTERMENT, DISINTERMENT AND MORTUARY REGULATIONS

1. For each burial, a written statement must be provided to the Cemetery, including the following details: the deceased's name, place of birth, last residence (with street address, if available), date of death, place of death, name, relationship, and address of the deceased's legal next of kin, time of interment, the designated burial lot, and the name of the funeral director. This information is necessary to maintain an accurate register. Additionally, the type, length, and width of the outer burial case must be specified, along with the precise location of the grave to be opened. It is essential that clear and specific instructions regarding the burial location be provided in writing, as the Cemetery cannot be held responsible for any errors due to insufficient or incorrect information.
2. Notice of each interment to be made shall be given to the Cemetery for at least one (1) business day previous thereto, except under special circumstances as set forth in subsection 6 below. The Cemetery will not be responsible for having graves prepared for funerals unless such notice is given.
3. Where orders for interments are given by telephone, the Cemetery will not be responsible for any errors or misunderstanding that may arise.
4. Persons ordering graves will be held responsible for any charges incurred.
5. No interment shall be made on Sunday or Statutory Holidays except on a doctor's certificate that such a burial must be made within 24 hours of death in accordance with the regulations of the Ontario Ministry of Health for the control of communicable diseases.
6. Funerals shall be allowed in the Cemetery only between the hours of 9 a.m. and 4 p.m. Monday to Friday and Saturday between the hours of 9 a.m. and 3 p.m. unless by permission of the Cemetery.

7. Funeral corteges within the Cemetery shall follow the route indicated by a member of the Cemetery Board.
8. Each grave shall be of sufficient depth to give a covering of at least 60.96 cm or 2 feet of earth over the outside cover or shell of the casket or other receptacle.
9. The Cemetery does not permit burials that are double in depth for two (2) full interments in the same plot.
10. Not more than one (1) full body interment and one (1) cremated remains shall be made in the same grave.
11. 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(s) as part of the casket opening & closing costs (please see the cemetery price list).
12. The size of the container used may limit the number of burials that may be made in any lot. Please contact the cemetery to discuss it further.
13. The interment fee includes the opening and closing of the grave, use of a lowering device, grave dressings, earth cover and planks.
14. It is highly recommended that all casket burials be placed in a cement vault, with the exception of the interment of cremated remains.
15. No grave or vault shall be opened for interment or disinterment by any person who is not a member of the Board or employed by the Board except under special circumstances and by permission of the Board.
16. No interment or disinterment shall be permitted in any lot against which any charges are due and unpaid or where in the opinion of the Chair of the Board, unsafe conditions prevail.
17. 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.
18. 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.

19. 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.
20. Disinterments 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. The Chair of the Cemetery Board, his/her assistant or someone employed by the Board shall attend each interment and/or disinterment.
21. If reinterment does not take place within the same lot and if existing memorialization (monument, marker, niche front or crypt front) needs to be removed, it will be at the expense of the person authorizing the disinterment.
22. Once a disinterment has been completed, the lot space shall be considered available to the interment rights holder for a new interment, transfer or resale in accordance with these by-laws. If the grave, niche or mausoleum space from which a disinterment has occurred, is transferred or resold, the new interment rights holder must be made aware of the previous disinterment and agree in writing to such knowledge as part of the transfer or resale agreement.

SECTION J – SCATTERING OF CREMATED REMAINS

1. The scattering of ashes may not take place without prior authorization which requires the purchase of scattering rights.
2. Where written instructions for the disposition of cremated human remains has not been provided to the Chair of the Board, the Board shall return the cremated remains to the funeral director, transfer service, or executor/personal representative of the deceased.
3. The scattering of cremated human remains within the Cemetery grounds is only permitted in the designated scattering garden of the Cemetery.
4. In accordance with the By-Laws of the Cemetery the following restrictions/requirements apply with respect to cemetery supplies and services purchased from a source other than that of the cemetery:
 - a) Scattering Garden Markers are limited in size to a Rose Granite Flat Marker 6" X 12" X 6"
5. If a purchaser transfers an interment right, the purchaser shall give notice of the transfer to the cemetery owner and return the original certificate of interment rights. The cemetery owner shall issue a new certificate of interment rights to the transferee. **Please see Section G for further information regarding Resale/Transfer.**

6. The process of scattering cremated remains is irreversible, therefore scattered cremated remains cannot be retrieved.

SECTION K – CARE OF LOTS

1. Trees, shrubs, flowers or other plants shall not be planted on any lots. The Cemetery Board may plant trees, shrubs or flowers where they designate and at the discretion of the Board.
2. If any trees or shrubs situated in any lot shall have become by means of their roots or branches or in any other way detrimental to the adjacent lots, drains, roads, or walks or prejudicial to the general appearance of the grounds or inconvenient to the public, the Cemetery Board may remove such trees or shrubs or parts thereof after thirty (30) days' notice to the interment rights holder.
3. Flower beds shall not be permitted on any lot or in front of, behind or beside any monument.
4. Vases, urns and flower stands not properly cared for will be removed from the lot by November 1st each year.
5. Flowers placed on a grave for a funeral shall be removed by the cemetery staff after thirty (30) days to protect the sod and maintain the tidy appearance of the cemetery.
6. No glass or plastic containers/vases or ornaments and/or solar lights of any kind are permitted in the Cemetery. Cut flowers, plants, artificial flowers or wreaths that are not in suitable containers or have deteriorated and create a hindrance to the operation of the Cemetery will be removed. Flower stands must be removed by November 1st each year.
7. Potted plants are permitted on special occasions such as: Decoration Day, birthdays, anniversaries, Mother's/Father's Day, Easter, Remembrance Day only. Permission is given for a period of seven (7) days only. The potted plants must be placed in a non-breakable, non-corrosive flower vase adjacent to the memorial. Fresh cut flowers and potted plants that have become unsightly and empty flower vases will be removed and disposed of by the cemetery operator without notice.
8. The cemetery operator reserves the right to disallow or remove quantities of memorial wreaths or flowers considered to be excessive and that diminishes the otherwise tidy appearance of the cemetery.
9. Memorial wreaths may be placed in the cemetery only between (insert date) and (insert date). To prepare the grounds for spring, wreaths must be removed prior to (insert date). Wreaths not removed by (insert date) will be removed and disposed of by the cemetery operator without notice.
10. Winter wreaths may be placed from the first of November until the end of March

11. The construction or installation of borders, fences, hedges, railings, walls or cut stone coping in or around lots is not permitted. Should such installations previously erected become dangerous, unsightly or in a state of disrepair or if they prevent, in any way, the operation of lawnmower equipment, they will be removed.
12. Rubbish shall not be thrown over the fence, on the road, or walks or any part of the grounds.
13. No lot owner shall change the grading of his/her lot and in case of any such change, the Cemetery Board may restore the lot to its original grade at the expense of the owner.
14. No person other than cemetery staff shall remove any sod or in any other way change the surface of the burial lot in the cemetery.
15. Flags commemorating veterans may be placed during the month of November
16. No chairs, benches, wooden or wire trellis, pottery, cement or composite sculpture, glass, solar powered lights, pinwheels, stuffed toys or similar articles shall be brought to, or left upon the lots and graves.
17. No unauthorized person shall install, remove or move sod or corner posts or grave markings.
18. 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.
19. Fresh cut flowers, plants and artificial flowers in the form of saddle wreaths are permitted all year long. Any artificial decorations placed in the Cemetery that are not saddle wreaths will be removed on November 1st of each year.
20. Articles which are detrimental to efficient maintenance, or which constitute a hazard to machinery, employees or visitors, or which are unsightly or do not conform with the natural beauty of the Cemetery, shall be removed.
21. 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.

SECTION L – MONUMENTS AND MARKERS

1. In accordance with section 38 of the Act and Regulations, a prescribed amount shall be paid into the Care and Maintenance Fund of the cemetery prior to the installation of a marker.
 - b) In the case of installing a flat marker measuring at least 22 cm. X 22 cm. or 484 square cm. or 13.5 inches X 13.5 inches or 182 square inches (1,116.13cm² /173in² or larger) \$100.

- c) In the case of installing an upright marker measuring 1.22 meters/ (4') or less in height and 1.22 meters/ (4') or less in length, including the base, \$200.
 - d) In the case of installing an upright marker measuring more than 1.22 meters/ (4') in either height or length, including the base, \$400.
2. For the purpose of these regulations, a monument shall mean any permanent memorial projecting above ground level and wherever used the word "marker" shall be deemed to include bevels or flat markers including head and footstones.
 3. Each lot is permitted a maximum of two (2) markers. Where a lot has one upright marker erected on it, one additional flat marker is permitted. A name or footstone marker is considered to be a flat marker.
 4. No marker or other structure shall be erected or permitted on a lot until the purchase price of the lot and any accrued charges for upkeep have been paid in full. The lot owner shall pay all costs of constructing and installing such marker or other structure.
 5. All foundations for markers shall be at the expense of the lot owner and the fees as set forth in the tariff of rates in effect at the time shall be payable to the Cemetery Board prior to installation.
 6. The consent of the Cemetery Board in writing is required before the installation of any foundation or marker on any lot.
 7. No monument, footstone, marker or memorial of any description shall be placed, moved, altered, or removed without permission from the cemetery operator.
 8. 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.
 9. No monument shall be delivered to the cemetery for installation until the monument foundation has been completed, and permission has been obtained by the cemetery operator.
 10. All markers and monuments shall be constructed of granite. The bottom bed of all bases and markers shall be cut level and true. The installation of wooden markers are not permitted on any lot and/or plot.
 11. The cemetery operator reserves the right to remove at its sole discretion any marker, monument that is shaped, worded or inscribed, which is not in keeping with the dignity and decorum of the Cemetery as determined by the cemetery operator.
 12. The Cemetery Board reserves the right to have nonconforming monuments removed and all costs associated with the removal charged to the monument dealer. 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.

13. One name (foot) stone marker with a flat and level surface set flush with the ground may be placed at each grave in addition to an upright marker. Name stones must not exceed 6 in. X 12 in. or 173 square inches. Such stones are to have a depth of 4 inches. The upper surface must be flat with no projections and shall be set level with the ground surface.
14. The Cemetery shall not be liable if, due to incorrect or improperly authorized instructions, a marker is installed on or removed from a lot; or lettering or carving on any marker or other structure is improperly carried out. The costs or correction or restoration arising from such an occurrence shall be the responsibility of the person or persons issuing the correct or improperly authorized instructions.
15. If a marker presents a risk to public safety because it is unstable, the Cemetery shall do whatever is necessary by way of repairing, resetting or laying down the marker so as to remove the risk.
16. All photographs attached to any marker or placed within the Cemetery grounds shall be at the sole risk of the Interment Rights Holder.
17. Minor scraping of the monument base of an upright monument due to grass/lawn maintenance is considered normal wear and tear.
18. 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.

Upright Markers:

1. Only one upright marker will be allowed on each lot. The die stone and base stone shall be constructed of granite. The top and bottom of a base stone shall be smooth sawn.
2. Upright markers require a foundation that is at or below the frost level to stabilize the monument.
3. Any upright monument, vault or other structure which does not conform with the requirements of the foregoing shall not be erected or placed on any lot until its design and the plans and specifications for the material and construction thereof have been submitted to and approved by the Cemetery Board.
4. Minor scraping of the monument base of an upright monument due to grass/lawn maintenance is considered normal wear and tear.

Flat Markers:

1. Flat markers of granite or bronze are permitted with size restrictions according to the size of the lot or plot. A foundation is not required prior to the installation of a flat marker.
2. The delivery of flat markers shall be arranged with the Chair of the Cemetery Board prior to any delivery.
3. Cornerstones shall be made of granite and shall not exceed 20.3 cm (8") square.

4. Cornerstones shall be installed by, and at the expense of the Interment Rights Holder upon payment of the fee prescribed in the Rate of Tariffs.
5. Any flat marker that does not conform with the requirements of the foregoing shall not be erected or placed on any lot. Designs, plans and specifications of non-conforming markers are to be submitted to the Cemetery Board for review and/or approval. Approval from the Board must be in writing.

SECTION "H" RULES FOR MONUMENT DEALERS, CONTRACTORS AND WORKMEN

1. Every contractor employed to install/erect any monument/marker or to do any other work in the cemetery shall first present to the Chair of the Board a signed statement by the lot owner or authorized representative requesting permission to employ such a contractor to do the work therein specified. Such a statement shall designate the section and lot.
2. The demeanor and behaviour of all workmen employed by others in the Cemetery shall be subject to the control of the Chair of the Board.
3. Contractors, masons and stone cutters shall lay wood planks on the lots and paths over which heavy equipment and materials are to be moved in order to protect the surface from damage.
4. Workmen shall cease work, during a funeral until the conclusion of the service.
5. All work must be done during regular Cemetery hours unless by special permission of the Board.
6. No work shall commence on Saturday, that cannot be finished and the litter and debris removed by the hour of noon that day.
7. Heavy loads shall not be permitted in the Cemetery when the ground is in an unfit condition.
8. No monuments shall be delivered to the Cemetery until the foundation is completed and the contractor is ready to proceed with the work of erecting/assembling the monument.
9. All implementations and materials used in the performance of any work shall be placed where the Board may direct, and all rubbish and surplus earth shall be removed in such a manner and at such a time and to such a place as the Board may order. Otherwise, the obstructions will be removed and the expense charged to the lot owner.
10. Any workmen who damage any lot, tombstone, monument or other structure or otherwise do any injury to the Cemetery shall be personally responsible for such damage and injury and in addition thereto, his employer shall be held liable.
11. For the safety of all visitors and staff, all work sites must be secured when left unattended. Contractors working within the cemetery must remove all implements, equipment and garbage from the cemetery at the end of each workday and at the conclusion of the work.

APPROVED

By the Registrar,
Funeral, Burial and
Cremation Services Act,
2002, Bereavement
Authority of Ontario

APPROUVÉ

Par le Registraire, Loi de 2002 sur
les services funéraires et les services
d'enterrement et de crémation,
l'Autorité des services funéraires et
cimetières de l'Ontario

Date: **February 28, 2025**