



## **CEMETERY BY-LAWS**

St. James Cemetery, Seaforth

Municipality of Huron East (formerly Part Lot #22, Conc. 1 McKillop Township)

43048 Huron Road Seaforth, Ontario N0K 1W0

Owned and operated by The Roman Catholic Episcopal Corporation of the Diocese of London in Ontario

**License #3267677-1 Site #01568**

**Parish Office 519-345-2972**

Approved by Registrar for effective date: Feb. 13, 2017

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### **1. INTRODUCTION**

St. James Cemetery (hereinafter referred to as “Cemetery”) is owned and operated by The Roman Catholic Episcopal Corporation of the Diocese of London in Ontario. The Cemetery is located at #43048 Highway 8, Municipality of Huron East (formerly McKillop Township), Ontario.

This booklet contains the By-laws of the St. James Cemetery. They have been approved by the Registrar, Bereavement Authority of Ontario.

These By-laws reflect time-tested Cemetery practices and have been developed based on experience. The By-laws govern all matters pertaining to the operation of the Cemetery.

By-law compliance ensures the safety of the Cemetery and all visitors, and the maintenance of proper cemetery operations.

In addition to the By-laws, the Funeral Burial and Cremation Services Act, 2002 and Ontario Regulation 30/11 and all Provincial, Municipal or other legal regulations shall be adhered to by the Cemetery and all visitors.

The By-laws may at any time be changed, amended, altered, repealed, rescinded or added to, upon the approval of the Cemetery and the Registrar, Bereavement Authority of Ontario.

The Cemetery is a sacred place blessed by the Church and shall at all times be operated in a manner that is consistent with the Roman Catholic faith, teachings and beliefs. As such, scattering rights are not available.

## 2. GLOSSARY OF TERMS

**Burial:** The word “Burial” may be used throughout this By-law as a general word for Interments, Entombments and Inurnments.

**By-laws:** The rules and regulations under which the Cemetery operates.

**Care and Maintenance Fund:** As a requirement under Provincial legislation, a portion of the purchase price of all Interment Rights, and the prescribed amount payable upon installation of Monuments and Markers is contributed into an irrevocable trust fund – the Care and Maintenance Fund. Income from the Care and Maintenance Fund is used to provide general care and maintenance of the Cemetery.

**Certificate of Interment Rights:** A document, issued by the Cemetery once Interment Rights have been paid in full, specifying the ownership of the Interment Rights.

**Columbarium:** A structure containing individual compartments or Niches for the placement of cremated human remains.

**Crypt:** An individual compartment in a Mausoleum for the placement of human remains.

**Disinterment:** The removal of human remains, including cremated human remains, from a closed or sealed Gravesite, Crypt or Niche.

**Entombment:** The opening and closing of a Crypt for human remains.

**FBCSA:** The Funeral, Burial and Cremation Services Act, 2002, as amended from time to time.

**Gravesite or Grave:** Any Interment Right (adult, cremation or child/infant) which permits a Marker to be set flush and level with the ground in the Marker Space; or which permits the erection of a Monument in the Monument Space, or attached to an adjacent feature wall as defined in the Interment Rights Certificate.

**Human Remains:** A dead body and includes a cremated human body.

**Interment:** The opening and closing of a Lot (in-ground) for human remains or cremated human remains.

**Interment Rights:** The right to require or direct the Burial of human remains or cremated human remains in a Gravesite, Crypt or Niche.

**Interment Rights Holder:** As determined by the Cemetery, a person, firm, or corporation holding the right to direct the Burial or Disinterment of human remains, cremated human remains, and associated memorialization in an Interment Right.

**Inurnment:** The opening and closing of a Niche for cremated human remains.

**Lot:** An area of land in a cemetery containing, or set aside, to contain human remains and includes a tomb, crypt or compartment in a mausoleum and a niche or compartment in a columbarium. Any Interment Right (adult, cremation or child/infant) which permits a Marker to be set flush and level with the ground in the Marker Space; or which permits the erection of a Monument in the Monument Space, or attached to an adjacent feature wall as defined in the Interment Rights Certificate.

**Marker:** A memorial constructed of bronze or granite, set flush and level with the ground in the Marker Space of a Gravesite, except where attached to the feature wall adjacent to the Gravesite. The Marker is the property of the Interment Rights Holder.

**Marker Space:** Unless otherwise specified on the Interment Rights Certificate, that portion of the Gravesite(s) designated to contain the marker.

**Mausoleum:** A structure or building containing individual compartments - Crypts or Niches for the placement of human remains or cremated human remains.

**Memorials:** All Markers or Monuments, Mausoleum Crypt fronts or Columbarium Niche fronts and any other form used to inscribe the names of individuals interred, entombed or inurned within the Cemetery.

**Minister:** Minister of Consumer and Commercial Relations.

**Monument:** An upright (above-ground) memorial, constructed of granite or bronze material, installed within the designated Monument Space of a Gravesite.

**Monument Base:** That portion of the Monument constructed of granite and set on the concrete Monument foundation to provide stability and protection for the Monument Die.

**Monument Die:** Those portions of the Monument set on the Monument Base, containing the design and memorial inscription.

**Monument Foundation:** The in-ground concrete foundation, constructed the equivalent size of the Monument Base.

**Monument Space:** Unless otherwise specified on the Interment Rights Certificate, that portion of the Gravesite(s) designated to contain the Monument and planting where allowed.

**Niche:** An individual compartment in a Mausoleum or Columbarium for the Inurnment of cremated human remains.

**Plot:** Two or more lots in which the rights to inter have been sold as a unit.

**Pre-need Supplies or Services:** Cemetery supplies or services that are not required to be provided until the death of a person alive at the time the arrangements are made.

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

### **3. DUTIES OF THE ST. JAMES CEMETERY BOARD**

3.1 The first consideration of this Board is the improvement and beautification of the property committed to its charge, and the following By-Laws are drafted solely with this view in mind.

3.2 The Board shall:

- Have full charge of St. James Cemetery and shall attend to the general management thereof and shall from time to time originate and oversee all measures tending towards improving and beautifying the said Cemetery.
- Be responsible for the general maintenance of the Cemetery, which is designed to improve its overall appearance and condition including but not limited to the upkeep of drives, building, drainage, water-lines and fences, Care Maintenance on plots/lots; annual spring cleanup, periodic cutting of grass and raking of leaves. General maintenance shall apply to all plots/lots.

### **4 GENERAL PROVISIONS**

- 4.1 No person shall enter the cemetery except through an established gate, nor shall they enter or be within the Cemetery grounds before eight o'clock a.m. or after one half hour before sundown, except policemen or authorized personnel of the Cemetery.
- 4.2 No person or persons under sixteen years of age shall enter the Cemetery unless attended by an adult or adults responsible for their conduct or until permission to enter has been obtained at the Cemetery Office.
- 4.3 No person shall permit any animal to enter or remain in the said Cemetery. Guide dogs are permitted.
- 4.4 No person shall consume refreshments in the cemetery or carry same upon the premises, unless prior approval has been obtained from the Cemetery Board.
- 4.5 No person shall bring any alcoholic beverage upon the said Cemetery property.
- 4.6 No person shall wilfully destroy, mutilate, deface, write upon, injure, or remove any tomb, marker, or any structure placed within the Cemetery, or any fence, railing or other work for the protection of the Cemetery, nor shall any person wilfully destroy, cut, break, or injure any tree, shrub, or plant within the limits of the Cemetery, or play at any game of sport, or discharge firearms (save at a military funeral), nor wilfully or unlawfully disturb any person or persons assembled for the purpose of interring any body therein; nor shall any person commit any nuisance or behave in an unseemly manner in the Cemetery; nor shall any person in any way violate, desecrate or disfigure such cemetery, or any lot/plot, tomb, marker, vault, or other structure within the same, and no person shall pick or destroy flowers (wild or cultivated) growing in the Cemetery.

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, may be required to leave the Cemetery grounds.

- 4.7 All workmen in any capacity within the Cemetery whether as masons, carvers, stonecutters, erectors, helpers, etc., are subject to the direction and control of the Cemetery Manager.
- 4.8 When the roads in the cemetery are soft from spring thaws, rain, or other cause, the Cemetery Manager may restrict vehicular traffic.
- 4.9 No vehicle shall exceed a speed of 10 miles per hour (16 km), nor shall any vehicle under any circumstances leave the roads, such vehicle must continue to the next turn. No vehicle shall drive across the grass.
- 4.10 The Cemetery is private property. Interment Rights Holder(s) and the public may visit the Cemetery at their own risk and shall be governed by the following:
  - **Burial of Animals:** Burial of animals is not permitted;
  - **Special Events:** Special Events are only permitted with the prior approval of the Cemetery;
  - **Soliciting:** Canvassing, soliciting, advertising or distributing business cards in the Cemetery is prohibited, as is the placing or displaying of any manufacturer's, monument dealer's, or quarry's name, insignia or trademark in any form;
  - **Photographing, Filming, or Video-Taping:** Photographing, filming, or video-taping of any part of the Cemetery may only take place with the prior approval of the Cemetery.
- 4.11 **Liability for Loss or Damage:** The Cemetery assumes no liability or responsibility for the loss of, or damage

to, any Lot, Mausoleum Crypt, Columbarium Niche, Monument, Marker, or article that may be placed on an Interment Right save and except as noted below.

The Cemetery only assumes liability if, during the course of performing routine cemetery operations, the Cemetery or authorized representatives should cause damage to any Lot, Mausoleum Crypt, Columbarium Niche, Monument, 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.

The Cemetery is not responsible for loss or damage from any causes beyond its reasonable control, whether the damage or loss be direct or collateral.

The Cemetery disclaims all responsibility for loss or damage from causes beyond its reasonable control, and especially from damage by an Act of God, the elements, earthquakes, war, common enemy, air raids, invasions, insurrections, riots, order of any military or civil authority, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents or any cause similar or dissimilar beyond the reasonable control of the Cemetery whether the damage be direct or collateral. If it becomes necessary to reconstruct or repair monuments or memorials, in any section, including Lots, Crypts or Niches, 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.

- 4.12 **Changes in By-laws:** The Cemetery may, from time to time, change the By-laws in order to best serve the interests of its cemeteries and the Interment Rights Holders. Public notice indicating pending changes will be posted at the entrance to the Cemetery and placed in a local newspaper. All changes to the By-laws are subject to the approval of the Registrar, Bereavement Authority of Ontario.
- 4.13 **Right to Re-Survey:** 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 lay out, establish, close, eliminate, or otherwise modify or change the location of roads, walks, or drives;
  - 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;
- 4.14 **No Easements:** No easement or right of interment is granted to any Interment Rights Holder in any road, drive or walk within the Cemetery, but such road, drive or walk may be used as a means of access to the Cemetery as long as the Cemetery devotes such road, drive or walk to that purpose.
- 4.15 **Scattering Not Permitted:** Scattering of Cremated remains is not permitted.
- 4.16 **Supporting Documentation:** Where the person(s) to exercise or to deal with Interment Rights is/are not the person whose name appears on the Interment Rights Certificate, the Cemetery may require such person(s) to produce, at his/her sole expense, such documentation as the Cemetery may require to establish the legal right of such person(s) to exercise or to deal with such Interment Rights.
- 4.17 **Complaints:** Persons or families should contact the Cemetery Manager directly should inquiries or complaints arise. In that way, the policies contained herein can be fully explained to avoid future misunderstandings.

## 5 PURCHASES, SALES AND TRANSFERS

**Price List:** Subject to the FBCSA and the regulations stated therein, the Board will maintain a Price List to regulate the fees and charges to be paid by persons purchasing interment lot/plots in St. James Cemetery or requiring services performed there. The Price List may be amended from time to time as the Board deems fit.

- 5.1 All lots/plots shall be sold subject to the Price List which is established by the Board.
- 5.2 No lots/plots shall be sold for any purpose other than the burial of human remains or, with approval of the Board, as a site for the erection of a memorial to the deceased. Burial of animals is not permitted.
- 5.3 **Pre-need Interment Lot / Plot:** A pre-need interment right for a lot/plot may be purchased for cash. The Interment Right Certificate along with the signed contract and a copy of the Cemetery's By-Laws shall be issued to the purchaser by the Board.
- 5.4 **At-need Lot / Plot:** When an at-need interment right is purchased, a contract shall be completed and signed by the purchaser or a personal representative of the deceased, and be approved by the Cemetery Manager. A copy of the Cemetery By-Laws will also be issued.
- 5.5 **Contracts:** All Purchasers of Interment Rights must sign a contract with the Cemetery. Terms and conditions of sale are detailed in the contract.
- 5.6 No minor, unless he or she is the head of a family, shall be entitled to have the deed to any interment lot/plot in his or her name.
- 5.7 **Cancellation of Interment Rights:** Cancellation within 30 day Cooling-off period: Provided a Burial has not taken place, a Purchaser has the right to cancel an Interment Rights Contract within 30 days of signing the Interment Rights Contract by providing written notice of the cancellation to the Cemetery. The Cemetery will refund all monies paid by the Purchaser within 30 days from receipt of the written notice.

Cancellation after 30-day cooling-off period: The Cemetery is not required to repurchase unused interment rights.

- 5.8 **Ownership of Interment Rights:** Ownership of all cemetery lands remain vested with The Roman Catholic Episcopal Corporation of the Diocese of London in Ontario at all times. Interment Rights Holders acquire only the right to direct the Burial or Disinterment of human remains, cremated human remains, and associated memorialization in an Interment Right subject to the By-laws. Ownership of Interment Rights does not transfer from the Cemetery until all monies due under the Interment Rights Contract are paid at which time the Interment Rights Certificate will be issued.
- 5.9 **Care and Maintenance Fund:** As required by sections 166 and 168 of Regulation 30/11 under the FSCSA, a portion of the purchase price of all Interment Rights, and a prescribed amount for Monuments and Markers must be paid by the Cemetery 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 5.7 above).
- 5.10 **Private Re-sale or Transfer of Interment Rights after 30 day Cooling-off Period**
  - 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.
  - The Interment Rights Holder is permitted to transfer their Interment Rights to another person, firm or corporation, subject to the rules and regulation in the FBCSA and in the By-laws.
  - The Interment Rights Holder is permitted to re-sell unused Interment Rights to the Cemetery *only*, however it is at the discretion of the Cemetery to re-purchase unused Interment Rights.

- The selling price cannot exceed the original purchase amount.
- The Sale or Transfer is not complete and is not recognized by the Cemetery until the Sale and Transfer Endorsement Form has been duly executed by the transferor, transferee and Cemetery and any balance outstanding on account has been paid in full.
- Sales and transfers shall be subject to applicable administrative fees as noted in the Cemetery price list.

**5.11 Endorsement of Sale or Transfer**

- The original Interment Rights Certificate must be returned to the Cemetery.
- If the original Interment Rights Certificate cannot be produced, the Cemetery must verify ownership of the Interment Rights.
- Acceptable photo identification and proof of ownership of the Interment Rights must be presented with the return of the original Interment Rights Certificate.
- Once the Sale and Transfer Endorsement Form is completed and all applicable fees and outstanding balances have been paid, a new Interment Rights Certificate will be issued to the transferee for those Rights being transferred and in the name of the Transferor for those Right retained, within 14 days.

**5.12 Ownership of Memorials:** All Memorials are the property of the Interment Rights Holder except for the Mausoleum Crypt fronts and Columbarium Niche fronts. In addition, any items affixed to or intended to be affixed to the Mausoleum Crypt fronts and Columbarium Niche fronts are the property of the Interment Rights Holder.

**5.13 Public Access to Information:** The Cemetery is committed to protecting the privacy of its Interment Rights Holders. We collect, use and disclose personal information as required by governing federal and provincial legislation. We do not rent, sell, or trade personal information lists. Individuals may request their personal information in writing at any time to ensure that it is correct and current or to edit it. Contact the Cemetery to access the public register.

**5.14 Notice of Change of Address:** Each Interment Rights Holder shall notify the Cemetery of any change of his/her address. Notice 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 when in the ordinary course of post it would have reached him/her at the address in the Cemetery's records.

## **6. BURIALS AND DISINTERMENTS**

- Burial Permits are issued by the local municipality. A Burial cannot proceed until a Burial Permit or Certificate of Cremation is received by the Cemetery.
- If Burial of someone other than the Interment Rights Holder is to take place, written permission of the Interment Rights Holder must be delivered to the Cemetery before the Burial.
- The opening and closing of Graves, Crypts and Niches may only be conducted by the Cemetery or those designated to do work on behalf of the Cemetery.
- Columbariums: One Inurnment is permitted in each single niche and a maximum of two Inurnments is permitted in each double Niche.
- Non-collapsible vaults are required in St. James Cemetery.
- No Burials, Disinterments or other services or supplies shall be provided until all arrears have been paid in full.
- The Cemetery Manager shall not make any interment until the person or persons ordering the same shall first show him either: (a) An agreement respecting the purchase of interment rights and/or opening charges duly executed by the person responsible for the payment of the purchase price and opening charges OR (b) Whenever required by the Cemetery Manager, a written order shall be signed by the interment rights holder and delivered to the Cemetery Office before a grave can be opened. In the event that the order cannot be signed by the interment rights holder of the interment lot/plot upon which the

grave is to be opened or by his agent, the person so signing shall be responsible for all charges in connection therewith.

- When the opening of an interment lot/plot is required, a minimum of 48 working hours notice of such requirements shall be given to the Cemetery Manager by the interment rights holder of the interment lot/plot upon which the grave is to be opened or by his agent.
- Saturdays, Sundays and legal holidays shall not be considered working hours.
- All funerals within the Cemetery shall be under the direction of the Cemetery Manager or his delegate.
- All funerals must arrive in the Cemetery between the hours of 9:00 a.m. and 4:00 p.m.
- Orders from funeral directors shall be construed as orders from interment rights holders.
- Only one interment in any one interment lot shall be permitted, except that three (3) cremated remains may be buried above such interment.
- No interment equipment except that provided through or contracted by the Cemetery shall be used, except when concrete vaults are used, which shall be installed by the supplier who will use his own equipment.
- No elevated mounds shall be built over interment lots/plots and no interment lot/plot shall be filled above the grade established in the Cemetery.
- Every effort shall be made to complete the interment on the assigned day. However, if for any reason the Cemetery Manager deems the interment cannot be made on the day of the funeral, he may direct that the service of committal be held the following day. The interment shall be made as soon as possible after the day of the funeral as conditions permit.
- Burials may be permitted during winter months with the approval of the Cemetery Board, and all additional costs associated with such burial will be the responsibility of the Interment Rights Holder.
- **Correction of Errors:** The Cemetery may, to correct any error that may have been made by it either in making a Burial or Disinterment or in the description, transfer or granting of Interment Rights, either cancel such grant and substitute and grant in lieu thereof other Interments Rights of equal value and similar location, 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 purchases of said Interment Rights. In the event of any such error that may involve the Interment or Disinterment of the remains of any persons or 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.
- Disinterment of a body once properly interred shall not be made without the written consent of the local Medical Officer of Health and the interment rights holder of the lot, or by a court order, and in the presence of the Cemetery Manager or his delegate, and upon due observance of all requirements of the FBCSA and the regulations thereunder.
- If the interment was made in any other than a permanent type of outer case, a new outer case must be supplied for the purpose of properly and safely transferring the remains.
- Any markers designating the location of an interment shall be removed at the time a disinterment is made at cost of the interment rights holder.
- The charges for disinterment shall be according to the Price List of the Cemetery, and be payable in advance.



## 7. MEMORIALIZATION

- No Memorial shall be installed in the Cemetery unless payment of the plot is paid in full and payment to the Care and Maintenance Marker Fund is paid in full to the Cemetery.
- All markers (upright or flat) erected in the Cemetery shall be constructed of granite, marble, or bronze. Structures of any other kind of material are prohibited.
- Temporary markers, statues, crosses are not permitted.
- No Memorial, Monument Base or Monument Foundation of any description shall be placed, moved, altered, or removed without permission from the Cemetery.
- No inscription may be started until the Cemetery staff has been informed.
- No inscription is allowed on the back of upright monuments unless family burials are on both sides (front and back) of the marker/headstone, except beginning with Row BC (2016).
- Minor scraping of the Monument Base, of an upright Monument due to grass/lawn maintenance is considered to be normal wear.
- If any Memorial 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 Memorial or any other remedy so as to remove the risk.
- The Cemetery reserves the right to remove at its sole discretion any Memorial or inscription which is not in keeping with the dignity, decorum and Catholicity of the Cemetery as determined by the Cemetery.
- Only one Monument shall be erected within each Grave.
- The Cemetery reserves the right to determine the size of Memorials and their location on each Gravesite. Memorials must not be of a size that would interfere with any future Interments, and the **maximum size including base** shall not exceed - (L = Length; W = Width; H = Height; T = thickness)

- Ground markers / footstones – 18”L x 12”W x 4”T

	<u>Row BC (2016) &amp; beyond</u>	<u>Pre-Row BC</u>
○ Single grave	36”L x 12”W x 42”H	21”L x 12”W x 24”H
○ Double grave	60”L x 12”W x 42”H	42”L x 12”W x 36”H
○ Cremation (only) grave	36”L x 12”W x 42”H	21”L x 12”W x 24”H

- Note: It is the responsibility of the Interment Rights Holder to verify with the Cemetery, the maximum size of any memorial prior to making arrangements with a memorial supply company to manufacture and place such memorial.

## 8. CARE, PLANTING AND DECORATIONS

8.1 Decorations shall be deemed to include all structures, ornaments, plantings, or other embellishments, with the exception of markers, which are placed on Cemetery interment plots, with the intention of improving their appearance. Because certain types of individual decorations are not in harmony with the development of the Cemetery as a whole or because they may intensify maintenance problems, the following By-Laws shall be observed with the regard to the decoration of interment plots/lots.

- Fences, curbs, benches, steps, structures of wood and containers of glass, plastic, or other equally perishable and destructible materials, are prohibited. Those structures or enclosures established on any lot previous to the adoption of these regulations which have become unsightly by reason of neglect or age, shall be removed.
- Floral tributes shall be removed from vases by the Cemetery Manager or his assistants as soon as they become unsightly.
- Urns, hanging baskets, or any other decorations, or objects, are not permitted and shall be removed.

- Receptacles for cut or artificial flowers set in the markers are permitted if installed flush with the surface of the marker base. The use of other non-approved types of receptacles is strictly prohibited. Only one approved container will be permitted per interment plot.
  - Potted plants will be permitted to remain on plots/lots for a period of 2 days before and 4 days after the following occasions: Easter, Mother's Day, and Father's Day. Any plants remaining after this period of time will be removed and disposed of by the Cemetery Manager.
  - No decorations shall be placed on any lot/plot if the charges for that lot and any other charges have not been paid in full.
- 8.2 Since certain plantings may be deemed undesirable or not in keeping with the general layout of the Cemetery, requests for flower beds must be made at the Cemetery Office and must be approved by the Cemetery Manager. Plantings shall be permitted only after receiving written permission from the Cemetery Manager.
- 8.3 Ornamental dwarf evergreen shrubs are not permitted.
- 8.4 Plantings placed on a lot without a permit will be removed without notice.
- 8.5 No shrub shall be removed or pruned except under the direction of the Cemetery Manager or his delegate.
- 8.6 Interment rights holders must provide adequate maintenance. Failure to provide proper maintenance shall result in the Cemetery performing this work at the cost of the interment rights holder.
- 8.7 Artificial winter wreaths may be placed on interment lots/plots only from the first day of November to the first day of April. If these decorations are not removed by the first day of April, they shall be considered abandoned and may be disposed of by the Cemetery staff.
- 8.8 Artificial flowers must be placed in approved vases (see Section 9.1.4). They shall be removed by Cemetery staff if the artificial flowers are placed in the ground without the use of an approved vase.
- 8.9 Artificial flowers (ie saddle arrangements) must be removed from the Lot by Nov. 30<sup>th</sup>.

The Cemetery 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. RULES AND CODE OF CONDUCT FOR CONTRACTORS (including Monument Dealers)**

- 9.1 **Pre-approval Required Before Working:** Any work to be performed on Cemetery property requires the written pre-approval of an authorized representative of the Cemetery before the work may begin. In addition, any work to be completed on an Interment Right Holders lot requires the written pre-approval of the Interment Rights Holder.
- 9.2 **Monument Foundations, Monument Bases and Memorials:** Monument Foundations, Monument Bases and Memorials must be properly installed according to the Cemetery By-laws.
- 9.3 **Compliance with Legislation:** Contractors will obtain all necessary permits, licenses and certificates at their expense and comply with all laws, rules, regulations and codes relating to the work.
- 9.4 **Liability:** Contractors will conduct their operations to prevent damage to any grounds, turf, shrubs, trees, flowerbeds, Memorials, decorations, vases, or any other article or natural feature in the Cemetery. Contractors shall lay planks on the Lots, and paths over which heavy materials are to be moved, in order to prevent damage. Any damage caused by Contractors shall be rectified to the satisfaction of the Cemetery at the expense of the Contractor.

- 9.5 **Hours of Work:** Hours of work to be determined between Contractor and Cemetery in advance. The Cemetery reserves the right to temporarily cease Contractor operations at its sole discretion 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.
- 9.6 **Removal of Implements and Rubbish:** 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 Cemetery. All work sites must be secured when left unattended.