



BY-LAWS

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These by-laws are the rules that govern the operations of Milton Evergreen Cemetery, 230 Ontario St. S., Milton, ON L9T 2M9. 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).

Milton Evergreen Cemetery

BY-LAWS

Established 1880 as a burial place for human remains.

Milton Evergreen Cemetery is owned and operated by Milton Cemetery Company, serving Milton and the district for more than a century. It is a non-profit company owned by rights holders and administered by an elected volunteer board.

By-Laws Revised November 2024

INTRODUCTION

Milton Evergreen Cemetery is owned and operated by the Milton Cemetery Company, which was incorporated as a non-profit cemetery company in 1880. Holders of Interment Rights are equal voting partners in the Cemetery company.

The Cemetery is administered by a Board of Directors and the day-to-day administration and operation of the office and grounds is handled by the Office Administrator and the Grounds Care Superintendent.

Members of the Cemetery Board are Interment Rights Holders and are elected at the annual meeting, usually held in March or April. They hold office for a term of four (4) years and are eligible for re-election.

The Office Administrator or Superintendent and Chairman or his/her representative have the right to make final and binding decisions on behalf of the Cemetery Board in matters of urgency.

Milton Evergreen Cemetery is designed as a passive public park area and is open to the public from 8 a.m. to dusk. Visitors are encouraged to enjoy the beauty of the area and to treat the area with respect, keeping in mind the situation in which other visitors come.

By-laws are subject to review and revision from time to time and the latest by-laws are enforced. Interment Rights Holders are urged to ensure their current address is recorded with the Cemetery office.

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ARTICLE 1 - DEFINITIONS, APPOINTMENTS, AND DUTIES

1.1. Definitions

In this chapter Act means the Funeral, Burial and Cremation Services Act, 2002 and its successor Acts;

“By-laws” mean the rules under which the Milton Evergreen Cemetery operates;

“Board” means the Board of Directors of Milton Evergreen Cemetery as elected by interment rights holders in accordance with Milton Evergreen Cemetery’s constitution;

“Cemetery” means Milton Evergreen Cemetery;

“Columbarium” means a structure designed for the purpose of interring cremated human remains in compartments;

“Grounds Care Superintendent” is the individual in charge of day-to-day maintenance of the cemetery;

“Office Administrator” is the individual in charge of day-to-day office administration.

“Interment Right” The right to require or direct the interment of human remains or cremated human remains in a grave, lot, niche or crypt and to authorize the installation 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” means the person who holds the interment rights with respect to a lot whether the person be the purchaser of the rights, the person named in the certificate of interment or such other person to whom the interment rights have been assigned;

“Lot” means an area of land in a cemetery containing, or set aside to contain, human remains and includes a niche or compartment in a columbarium.

“Marker” means any monument, tombstone, plaque, headstone, cornerstone or other structure or ornament affixed to intended to be affixed to a burial lot, columbarium niche or other structure or place intended for the deposit of human remains and may be used to indicate the location of a burial.

“Plot” means two or more lots in respect of which the rights to inter have been sold as a unit;

“**Tariff of Rates**” means the current price list for products and services of the Cemetery as approved from time to time by the Board.

1.2. Appointments

The Board of Directors shall appoint an Office Administrator and a Grounds Care Superintendent as required.

1.3. Duties

The Office Administrator is responsible for all records, sale of interment rights, plot plans, compliance with the provisions of the Act and performing other such duties as the Board may from time to time require. The Grounds Care Superintendent is responsible for the ongoing maintenance of the Cemetery property, preparing all graves, ensuring the opening, and closing of all graves and niches, being readily available or represented at all funerals held in the cemetery and performing other duties such as the Board may require from time to time.

1.4. Board Duties

The Board may (from time to time) review and change the Tariff of Rates, the By-laws and any other operations procedure to best serve the interests of the interment rights holders, the Cemetery and the public.

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-law amendments must be:

- A. Published once in a newspaper with general circulation in the locality in which the cemetery is located;
- B. Conspicuously posted on a sign at the entrance of the cemetery; and
- C. Delivered to each supplier of markers who has delivered a marker to the cemetery during the previous year, if the by-law or by-law amendment pertains to markers or their installation.

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.

ARTICLE 2 - RULES AND REGULATIONS

2.1. Entry – Limitations

No person shall enter the Cemetery property except through an established entrance. Nor shall they enter or be within the Cemetery before dawn or after sundown. Police and authorized staff are exempted.

2.2. Adult Supervision

No person under the age of 12 (years) shall enter the Cemetery unless attended by an adult responsible for their conduct or until permission to enter has been obtained at the Cemetery office.

2.3. Gratuities – Prohibited

No gratuities shall at any time be given to an officer or employee of Milton Cemetery Company nor shall any reward be given for any personal service or attention.

2.4. Bicycles – Restricted

Bicycles shall be permitted only on Cemetery roads and must be operated at a speed less than 10 km/hr.

2.5. Skateboards, In-line skates – Prohibited

The use of skateboards and in-line skates is not permitted on Cemetery property.

2.6. Animals – Restricted

All animals must be on a leash. Respect the cemetery grounds, clean up after your pet, receptacles are available throughout the cemetery.

2.7. Alcoholic Beverages – Prohibited

No person shall bring any alcoholic beverage upon Cemetery property.

2.8. Damage

No person shall:

- a) damage any marker, columbarium, or structure within the Cemetery;
- b) damage any tree, shrub, plant or flowers (be they private or public property) within the limits of the Cemetery;
- c) damage any fence, railing, or gate used for the protection of the Cemetery;
- d) play any game or sport on Cemetery property;
- e) discharge any firearms (save at a military funeral);
- f) disturb any person or persons assembled for the interment of any person; or
- g) create a nuisance in the Cemetery.

2.9. Debris

No person shall deposit rubbish on the grounds of the cemetery except in the receptacles provided. No household items or garbage.

2.10. Soliciting

Soliciting in the Cemetery is strictly prohibited save for the placement of identifying memorial tags. Such tags shall be placed on the left at the bottom edge of the upright marker between the die and the base. The exposed area of the tag shall not exceed 3” (7.62cm) in width and 1.5” (3.81cm) in height. Such tags will only be permitted on upright markers.

2.11. Direction – Control

All workers in any capacity within the Cemetery are subject to the directions and control of the Grounds Care Superintendent.

2.12. Vehicular Traffic – Restrictions

The Grounds Care Superintendent may restrict vehicular access to the Cemetery when the roads are soft or otherwise impassable.

2.13. Vehicular Traffic – Speed Limit

No person driving a vehicle in the Cemetery shall:

- a) leave the travelled portion of the road; or

- b) exceed a speed of 15 km/h.

2.14. Staff Requirements

Cemetery staff or authorized personnel only, may perform the following services within the Cemetery:

- a) all interments, inurnments and marking out of graves.
- b) installation of all monument foundations, flush markers, and in-ground vases.

2.15. Outside Contractor Requirements

- a) Any contract work performed within the cemetery requires the written consent of the Interment Rights Holder and Evergreen Cemetery before work may begin. Prior to the start of any said work, contractors must provide proof of public liability and property damage insurance of not less than 2 million dollars. All work must be performed during the regular business hours of the cemetery. The cemetery will also require evidence of the contractor being in good standing with the Workers Compensation Board.
- b) All Contractors are required to work in full compliance with the Occupational Health and Safety Act and its regulations.
- c) When any monument, marker or other type of memorial of any kind is to be removed, or an inscription made or cleaning done, prior permission in writing must be obtained from the Cemetery. Application for such permission shall be made in writing by the Interment Rights Holder of the lot, with a description of the work proposed. Advance notice of at least 24 hours must be given, to avoid conflict with cemetery maintenance work or interment.
- d) Contractors working on the grounds during wet conditions may be required to use motorized carts or planking to reach the worksite.
- e) Workers must cease work if within 50 feet of an interment, from the time of the arrival of the procession until the conclusion of the service. Contractors will not be allowed on the grounds in the evening after 3 pm, unless by special permission of the Grounds Care Superintendent.
- f) Contractors and their workers must conduct themselves in a manner which is in keeping with the dignity of the cemetery setting and shall abide by any restrictions imposed by the Grounds Care Superintendent or Office Administrator.

ARTICLE 3 – PURCHASE OF INTERMENT RIGHTS

3.1. Interment Rights and Cemetery Services

All charges for interment rights and cemetery services sold are due in full (paid in full) prior to any interment.

3.2. Interment (grave opening) not sold in advance

Interments shall not be sold in advance of need.

3.3. Purchase of Interment Rights:

The purchase of interment/scattering rights is not a purchase of real estate or real property. Interment or scattering right holders acquire only the right to direct the burial of human remains and the scattering of cremated human remains, and the installation of monuments, markers, and inscriptions, subject to the conditions set out in the cemetery by-laws. No burial, entombment, scattering, or installation of any monument, marker, inscription, or memorialization is permitted until the interment rights have been paid in full and the interment/scattering 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 a copy of the contract, a copy of the cemetery by-laws, a copy of the price list and the BAO's publication A Guide to Death Care in Ontario (consumer information guide). The interment/scattering rights certificate will be forwarded to the person(s) listed as the interment/scattering rights holder(s) in the contract, after full payment is received.

ARTICLE 4 - TARIFFS AND PAYMENTS

4.1. Tariff of Rates

The purchase price of lots and niches (otherwise known as interment rights) and other products and services of the Cemetery shall be set forth in the Tariff of Rates as prescribed by the Board from time to time and shall include deposits to the Care and Maintenance Trust Fund as required under the Act.

4.2. Payments

Payments are to be made to Milton Evergreen Cemetery and will be accepted at the Cemetery office.

A certificate of Interment Rights shall be issued after payment has been received in full. Unless the full purchase price of the contract in a pre-need purchase is paid in full within six months after the application for purchase is made, the contract shall be null and void and of no further effect.

Refunds are subject to an administrative fee

No markers shall be installed upon a lot, or work done on existing markers, if any charges remain outstanding against the lot.

4.3. Purchase – Limitations

No person, group, company or organization shall be entitled to hold the interment rights for more than 12 unused grave spaces.

4.4. Non-Resident Surcharge

A surcharge will be levied to any person who does not reside in, or has not resided or owned property within the town limits.

ARTICLE 5 – CANCELLATION/TRANSFER/RESALE OF INTERMENT RIGHTS

5.1. Cancellation of Interment Rights within the 30-Day Cooling Off Period

A purchaser has the right to cancel a contract for interment or scattering rights within thirty (30) days of signing the interment or scattering 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. If any portion of the interment/scattering 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.

5.2. Resale of Interment Rights

RESALE OF INTERMENT/SCATTERING RIGHTS IS PERMITTED

Milton Evergreen Cemetery permits the interment or scattering rights holder to sell their interment/scattering 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 Sale:

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 cemetery operator with the endorsed certificate and any other information that the cemetery operator requires to issue a new certificate in relation to the rights.

Upon completion of the above listed procedures, and upon the issuance of the new interment 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**

Interment rights may be transferred, subject to the requirements of the Act by making application to the Office Administrator.

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

Administration fee for resale or transfer

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

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

ARTICLE 6 – INTERMENT

6.1. Burial Permit – Cremation Certificate Required

No interment shall take place without a Burial Permit or a Cremation Certificate as is applicable, nor until the person making arrangements for the interment has complied with all laws, rules and regulations relative to burials. Persons contracting for interment rights and or making arrangements for burials shall be responsible for all charges incurred.

6.2. Interment – Conditions

No interment or scattering on any grave or placement of ashes in any niche unless and until the person/persons ordering same shall first exhibit:

- a) a signed contract respecting the purchase of the interment right, or columbarium niche and the authorization to proceed with the interment or interment; or
- b) an Interment Rights Certificate or indenture indicating the party is the rightful owner of the interment rights upon which the interment activity is requested; however, for indigent burials, approval of the Regional Social Services Department indicating that they will be responsible for the payment of such burial and the name of the case worker responsible will be required. Interment rights sold for indigent use will be selected in the flush marker section, by the Office Administrator or their designate.
- c) in those circumstance where the party requesting the interment is unable to provide evidence of ownership, the Office Administrator may require the party requesting the interment to sign a waiver absolving all subsequent claims from such interment.
- d) caskets are required for full burials.
- e) urn vaults or any other outer container surrounding an urn are prohibited.

6.3. Grave Opening – Notice

Under normal circumstances when the opening of a grave is required, not less than 48 hours' notice of such requirement shall be given to the Office Administrator by the Interment Rights holder or the Interment Rights Holder's agent of the interment rights upon which the grave is to be opened. For the purposes of this section, Saturdays, Sundays and holidays shall not be considered in the notice period

6.4. Funerals – Conditions

All funerals within the cemetery shall be under the authority of the Grounds Care Superintendent or designate. No funeral service shall be held, and no interment shall be made in the cemetery on New Year's Day, Family Day, Good Friday, Easter Sunday, Canada Day, Civic Holiday, Labour Day, Canadian Thanksgiving, Christmas Day, and Boxing Day.

6.5. Funerals – Late – Additional Fee

Funerals arriving late in the cemetery rounds, after 3:00pm Monday-Friday will be charged an additional fee as set forth in the Tariff of Rates. Saturday interments must arrive before 12:00pm

6.6. Location of Graves – Error

The Company shall not assume any responsibility for errors in the location of graves when improper instructions have been given by the interment rights holder or designate. All costs resulting from improper instructions received will be charged to the consumer who signed the service contract.

6.7. Multiple Interments – Limitations

No more than one (1) casket burial may be made in any one 4'x 9' (1.22m x 2.74m) adult grave. Cremated remains to a maximum of three (3) may be buried above the casket burial in any one grave. A maximum of four (4) cremation burials may be made on any adult grave where no casket burial will take place. In infants, children/child or indigent graves only one (1) interment is allowed.

6.8. Interment Equipment

No interment equipment except that provided by the Cemetery shall be used except in the case of burial vaults which shall be installed by the supplier who shall use their own equipment. The supplier shall be responsible for any damage to the grounds or casket which was caused due to the supplier's equipment or operator error.

6.9. Elevated Mounds – Prohibited

No elevated mounds shall be built over graves.

6.10. Soft Ground – Alternative Arrangements

At times when the ground is soft from spring thaws, rain or other cause or where personal safety is at risk, committal services shall be held in an appropriate place instead of at the grave.

6.11. Temporary Storage – Burial Delayed

If for any reasons the Grounds Care Superintendent or Office Administrator determines that a burial cannot be made on the day of the funeral, they may direct that the committal service be held elsewhere, and the body placed in temporary storage. The burial shall be made as soon after the day of the funeral as conditions permit.

ARTICLE 7 – DISINTERMENT

7.1. Approval Under the Act

No disinterment of human remains shall take place except under the conditions specified in the Act (Funeral, Burial and Cremation Services Act, 2002, O. Reg. 30/11 Sec.162)

7.2. Conditions

Disinterment shall be made only when conditions are suitable to guarantee that a safe removal can take place except as ordered by the Coroner's Office. At least seven (7) days' notice must be given for disinterment, to allow time for necessary documentation and approvals. No member of the public or the deceased's family may be present during a disinterment. No persons other than required medical officials, funeral directors, cemetery staff, law enforcement officers or persons contracted to disinter shall be allowed on the cemetery grounds during any disinterment. To this end, the cemetery gates will be locked, and staff will be posted to ensure that this regulation is enforced.

7.3. Disinterment Charges

Charges for disinterment will be shown in the approved Tariff of Rates, plus any extraordinary expenses.

7.4. Private memorials – Removal of

Any flush or upright markers designating the location of an interment shall be removed at the time a disinterment is made at the expense of the Interment Rights Holder. Any loss of monument foundations as a result of cave-ins due to disinterment procedures will be replaced at the expense of the Interment Rights Holder or agent requesting the disinterment.

ARTICLE 8 - LOT DECORATIONS

8.1. Defined – Exceptions/Limitations

Lot decorations shall be deemed to include all structures, ornaments, plantings, or other embellishments, with the exception of flush or upright markers which are placed on cemetery lots with the intention of improving their appearance. Because certain types of individual lot decorations are not in harmony with the development of the cemetery as a whole, or because they may intensify maintenance, the rules found in Article 8 shall be observed with regard to the decoration of cemetery lots. No lot decorations, markers or monuments shall be placed on a lot if outstanding charges remain on the lot.

8.2. Structures – Limitations

Borders on flower gardens are allowed if made of concrete or granite. Stone chips, fences, benches, structures of wood, "candles" and containers of glass, or other equally perishable and destructible materials are prohibited and shall be removed without notice.

8.3. Floral Tributes – Removal

Floral tributes shall be removed from plots by the Grounds Care Superintendent after they become unsightly.

8.4. Flower Beds

Flower beds are permitted at the head (monument end) of the grave, extending a maximum of 16" (40.64cm) from the front of the monument. If there is no monument, flower beds shall be placed where the monument would ordinarily be. The flower bed may extend the full width of the grave(s), however, it must not encroach upon the corner stones or neighboring graves. Any flower bed not being properly maintained will be removed by the cemetery staff. In matter of dispute, the Grounds Care Superintendent's opinion shall prevail.

8.5. Granite Inserts

Where no flowerbed is planted in front of the upright memorial, the rights owner may have a granite insert. This must be installed level with the surrounding ground. The granite must be 6" (15.24cm) thick, not wider than 16" (40.64 cm) and limited to the length of the monument base. This granite insert must be installed by the monument supplier. Rights holders may have no more than two (2) in-ground type flower vases incorporated into the granite insert.

****Please note in the case of a future full casket burial, the granite insert cannot be installed until the burial has taken place.**

8.6. Shrubs

Dwarf trees and shrubs are allowed on lots when planted beside (in line with) the monuments. Only dwarf or ornamental types are allowed, and they must not grow higher than the monument or encroach on any neighboring lands. Cemetery staff have the right to trim or remove any trees or shrubs of any parts thereof, which are unsightly or detrimental without notice.

8.7. Artificial Flowers/Arrangements

Artificial or silk flowers, arrangements, and or wreaths may be placed on graves, upright markers, and flush markers from October 15 to April 15 only. Only one such arrangement or wreath shall be permitted on any single lot. No plastic or other type of covering is permitted on artificial wreaths or artificial flowers. If such decorations are not removed, they shall be considered abandoned and will be disposed of by cemetery staff.

8.8. Covering of Graves – Planting

All grading, sodding, seeding, top dressing, fertilizing, covering of graves, shall be done by authorized Cemetery personnel.

8.9. Damage – Limitations of Liability

The Cemetery shall not be responsible for any damage to lots and structures or objects therein, or flowers or articles removed from a grave except for damage shown to be caused by a cemetery employee. The cemetery shall not be responsible for any damage to upright markers unless caused by a cemetery employee in the course of his work.

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, save and except for direct loss or damage caused by gross negligence of the cemetery.

8.10 Memorial Trees and Plaques

Memorial trees and all plaques will be installed by cemetery staff.

****No additional items can be added.**

The Cemetery will make every effort to ensure a memorial/adopted tree is properly maintained during its life, however the cemetery does not guarantee the tree against acts of vandalism, damage or failure due to environmental stresses. We will consider one replacement at or near the original location at the discretion of the cemetery staff within 10 years of it being adopted. The placement of a memorial plaque is not guaranteed against acts of vandalism or damage.

ARTICLE 9 - FLUSH MARKERS

9.1. Flush Markers – Defined and Approval

In this article, “flush marker” means a granite marker, or a bronze marker attached to a 4” (10.16cm) thick granite base which is level with the ground. All markers and monuments must be approved by the Cemetery prior to installation.

9.2. Construction – Granite or Bronze Required

All grave memorials of any kind erected in the Cemetery shall be constructed wholly of granite or bronze. No photos or other materials shall be placed on any memorial.

9.3. Construction – Other – Removal

Memorials installed in the cemetery which are found to be in contravention of the by-law shall be ordered removed. The Office Administrator or designate will contact the Interment Rights Holder (or agent) at their last known address, of the contravention and the Interment Rights Holder, or agent, shall be given thirty (30) days within which they must comply with the by-law. If the contravention is not corrected within this time period, the Office Administrator or designate may have the memorial removed at the expense of the Interment Rights Holder, or agent.

9.4. Location

Single Cremation Graves 2’x3’ (0.61m x 0.91m)

Maximum size of marker:

Single grave: 20”x 14”x 4” (50.80cm x 35.56cm x 10.16cm)

Double grave: 42”x 14”x 4” (106.68cm x 35.56cm x 10.16cm)

The flush marker will be centered over the two graves.

Double Cremation Graves 3’x3’ (0.91 m x 0.91m)

Maximum marker size: 30"x 14"x 4" (76.2 cm x 35.56 cm x 10.16cm)

Premium Cremation Graves 3' x 5' (.91 cm x 152 cm)

Maximum size of marker: 24"x 14"x 4" (60.96cm x 35.56cm x 10.16cm)

The marker can be placed on the foundation. Additionally, a marker may also be placed in the garden area in front of the monument.

Infant Graves 2'x3' (0.61m x 0.91m)

Maximum size of marker:

Single grave: 20"x 14"x 4" (50.80cm x 35.56cm x 10.16cm)

Double grave: 42"x 14"x 4" (106.68cm x 35.56cm x 10.16cm)

The flush marker would be centered at the foot of the grave.

Child Graves 3'x7' (0.91m x 2.13m)

Maximum size of marker:

Single grave: 24"x 14"x 4" (60.96cm x 35.56cm x 10.16cm)

Double grave: 48"x 14"x 4" (121.92cm x 35.56cm x 10.16cm)

The flush marker would be centered at the head of grave unless an upright memorial is installed, in which case the flush marker would be centered at the foot of the grave.

Adult Graves 4'x9' (1.22m x 2.74m)

Maximum size of marker:

Single grave: 30"x 14"x 4" (76.2cm x 35.56cm x 10.16cm)

Double grave: 48"x 14"x 4" (121.92cm x 35.56cm x 10.16cm)

The flush marker would be centered at the head of grave unless an upright memorial is installed, in which case the flush marker would be centered at the foot of the grave.

9.5. Outstanding Charges – To be paid

No flush markers shall be installed upon a lot unless the purchase price and any other outstanding charges for such lot have been paid in full.

9.6. Uniform Thickness

All flush markers shall be of a uniform thickness of 4" (10.16cm)

9.7. Delivery – Installations

All flush markers shall be delivered to a location designated by the Grounds Care Superintendent and such flush markers shall be set in place by Cemetery employees. The charge shall be as set forth in the Tariff of Rates. Such flush markers shall be accepted between April 15 and November 15 in any year. Flush markers will be installed within five (5) working days of the date of delivery when possible.

9.8. Removals

All removals and reinstallation of flush markers shall be completed by Cemetery staff.

ARTICLE 10 - UPRIGHT MEMORIALS

10.1. Outstanding Charges – To be paid

No upright memorials shall be installed upon a lot unless the purchase price and any other outstanding charges for such lot have been paid in full.

10.2. Location

Where upright memorials are allowed, they will be centered at the head of the lot. Not more than one upright memorial is allowed on a plot. In some of the older sections of the cemetery the location of the upright memorial may be changed where alignment with existing memorials is necessary.

10.3. Foundations – Installation

The cemetery will arrange installation of foundations for upright memorials. These foundations are normally installed three times each year; once in the spring, once in mid-summer and once in late fall. These foundations will be installed as the weather and ground conditions permit. All foundation order forms must be delivered to the cemetery office, along with payment in full, at least one week prior to the installation date. Foundation forms are available from the cemetery office and must be completed in full showing all dimensions.

10.4. Upright Memorials – Size Limitations

(1/2" total variance will be considered acceptable)

No upright memorial shall be erected on any plots unless the following regulations are met:

<u>No. of Graves</u>	<u>Die Thickness</u>	<u>Max. Width (Base Incl.)</u>	<u>Max. Height (Base Incl.)</u>
1	Min. 8" (20.32cm)	30" (76.2cm)	42" (106.68cm)
2	Min. 8" (20.32cm)	72" (182.88cm)	48" (121.92cm)
3 (or more)	Min. 8" (20.32cm)	75% of lot width	48" (121.92cm)

The die stones must be installed on a granite base. The height of the base shall be a minimum of 6" (15.24cm) bases must be 14" (35.36cm) front to back.

On two and four grave lots, the top surface of the base must be both wider and longer than the die to provide a minimum border of 3" (7.6cm) of the surface of the base exposed on all sides.

Die stones 24" (60.96cm) are permitted on premium cremation lots only if they are checked in at the bottom to provide the necessary border. Bottoms of the base shall be smooth sawn. Slant/pillow markers are not allowed.

****Please note in the case of a plot consisting of three (3) or more graves, an exception to the size limitation might be granted, if necessary, but only with approval from the Cemetery Supervisor and the Cemetery Board of Directors.**

10.5. Inscriptions

Lettering on top and sides of a memorial are prohibited. No lettering or design work will be allowed on the back of upright memorials unless the interment rights on both sides of the upright memorial are owned by the same rights holder. No inscription shall be placed on any memorial which is not in keeping with the dignity and decorum of the cemetery as determined by the Cemetery.

10.6. Construction – Granite Required

Upright memorials (including bases) are to be constructed wholly of granite. Attachments of other materials such as bronze are allowed but must be permanently attached. It is the responsibility of the rights holder to ensure that these attachments are of a permanent nature. Field stones are not allowed.

ARTICLE 11 - INSTALLATION OF UPRIGHT MEMORIALS

11.1. Turf – Protection

Those persons engaged in the installation of, repairing of, or inscribing of upright markers shall provide planking and/or other protective materials adequate to protect turf and shall remove materials and equipment immediately upon completion of the work. The site shall be left in a clean, orderly condition.

11.2. Upright Memorials or Flush Markers - In Disrepair

If an upright memorial or flush marker presents a risk to public safety because it is unstable, the Grounds Care Superintendent shall do whatever he deems necessary by way of repairing, resetting or laying down the upright memorial so as to remove the risk. Further work to repair or replace the marker may be done at the discretion and sole cost of the Interment Rights Holder subject to approval of the Cemetery.

11.3. Upright Memorial – Care

In accordance with the Act and as described in the Tariff of Rates, a prescribed amount shall be paid into the Care and Maintenance Fund of the Cemetery upon the installation of a flush marker or a foundation for a monument.

Purchasers of markers and monuments are responsible for all levies outlined in these By-laws and set forth in the Tariff of Rates. Such fees must be paid in advance of the installation of a marker or the pouring of a foundation for a memorial.

ARTICLE 12 - CREMATION SECTIONS

12.1. Interment – Placement of Cremated Remains

Cemetery employees shall perform an interment, placement, inurnment, or removal of cremated remains. The fees for such placements are set out in the Tariff of Rates. Urn vaults of any material are prohibited.

In 3' x 5' (0.91m x 1.52m) cremation graves on which upright memorial are allowed, up to four (4) cremated remains area allowed. In 2' x 3' (0.61m x 0.91m) cremation graves one (1) cremated remain is allowed. In 3' x 3' (0.91m x 0.91m) double cremation graves two (2) cremated remains are allowed. In columbarium niches a maximum of two (2) cremated remains are allowed.

12.2. Columbarium Inscriptions

Only the Cemetery can be contracted to place an inscription on the face of the columbarium niche.

There shall be no attachments, or placement of decorations on the columbarium. Any of the above will be removed by cemetery staff.

12.3. Scattering Garden

This is a designated area in the cemetery where cremated remains can be scattered. Only the cemetery staff are permitted to scatter the ashes and document the scattering. Service charges approved by tariff of rates.

ARTICLE 13 - REQUESTS FOR SERVICE

13.1. Cemetery Office

Any person or Funeral Director having a request for service shall make arrangements at the Cemetery office during office hours.

13.2. Temporary Markers

Only cemetery supplied temporary markers are allowed on any unmarked grave.

ARTICLE 14 - ENFORCEMENT

14.1. Penalty

Where a specific penalty is not provided for an offense under the Act, any person who contravenes any of the provisions of this by-law shall, upon conviction, be liable for a fine as provided for in the Provincial Offenses Act.

Approved by Board of Directors November 2024

Effective date: November 14, 2024

