

BY-LAWS

Groveside Cemetery

Dryden Cemetery

These by-laws are the rules and regulations that govern the Groveside Cemetery and the Dryden Cemetery and have been approved by the Registrar of Cemeteries, FBCSA, Cemeteries Regulations Unit, Ministry of Consumer Services.

The Groveside Cemetery Board, in the discharge of their responsibilities, appeal to the public to aid them by following these By-laws, which have been adopted for the improvement and upkeep of the Groveside Cemetery and the Dryden Cemetery, to keep them a becoming and respectful place for the burial of the dead.

The Groveside Cemetery and the Dryden Cemetery are licensed to act as a Cemetery in accordance with the Funeral, Burial and Cremation Services Act, 2002.

It is our hope that by a co-operative effort we can keep these Cemeteries attractive and peaceful.

TABLE OF CONTENTS

INTERPRETATION	- 1 -
DEFINITIONS	- 1 -
ADMINISTRATION	- 3 -
SALE AND TRANSFER OF INTERMENT RIGHTS	- 4 -
INTERMENTS & DISINTERMENTS	- 6 -
PLANTINGS AND CARE OF LOTS	- 8 -
ARTICLES AND DECORATIONS	- 10 -
MEMORIALIZATION - GENERAL BY-LAWS	- 10 -
MONUMENTS	- 11 -
MARKERS	- 12 -
RULES FOR MONUMENT DEALERS, VAULT SUPPLIERS AND CONTRACTORS	- 13 -
RULES FOR VISITORS	- 14 -

Interpretation

1. In these By-laws all words and personal pronouns relating to words contained in the By-laws must be read and construed as incorporating the correct gender of the person referred to in each case.
2. All previous By-laws of the Cemetery are hereby repealed and replaced with these By-laws.

DEFINITIONS

3. In these by-laws:
 - 3.1. **Act** means the Funeral, Burial, Cremation Services Act 2002 S.O. 2002
 - 3.2. **At Need** means Cemetery services purchased and provided for after a death has occurred.
 - 3.3. **Board** means the duly appointed Board of Trustees known as the Groveside Cemetery Board *responsible* for the administration of municipally-owned Cemeteries on behalf of the Council of Town of Whitby.
 - 3.4. **By-laws** means the rules and regulations under which the Cemetery operates.
 - 3.5. **Care & Maintenance** means the trust fund established pursuant to the Act and Regulations thereto for the purposes of providing money for the care and maintenance of the Cemetery, including, but not limited to, maintenance of lots, markers and monuments within the Cemetery.
 - 3.6. **Cemetery** means the land and properties known as Groveside Cemetery, located on Part Lot 25 Concession 5, Town of Whitby. Regional Municipality of Durham and the Dryden Cemetery located on Concession 6 Part Lot 19, Town of Whitby, Regional Municipality of Durham.
 - 3.7. **Chair** means the appointed head of the Board.
 - 3.8. **Columbarium** means an above ground structure designed for Interment of cremated human remains.
 - 3.9. **Contract**: Means the contract for the provision of the Cemetery's supplies and services.
 - 3.10. Cornerposts means any granite markers set flush with the ground and used to indicate the location of a lot.
 - 3.11. **Cremation Lot** means in ground burial space for cremated remains.
 - 3.12. **Disinterment** means the removal of human remains from the ground.
 - 3.13. **Entombment means** the placement of human remains in a crypt or niche.
 - 3.14. **Flat marker means** memorial made of bronze, granite or marble set flush with the ground.
 - 3.15. **Decoration Day** means a memorial day set aside on the second Sunday of June, each year for family and friends to commemorate their own at the Cemetery.
 - 3.16. **General Maintenance Account means** an account set aside for the maintenance of the Cemetery and for services rendered in connection with its operation.

- 3.17. **Interment** means the placement of human remains be it in-ground or above ground, also known as burial.
- 3.18. **Interment Rights** means the right to require or direct the interment of human remains or cremated human **remains** in a lot, crypt, grave or niche.
- 3.19. **Interment Rights Certificate** means the document issued by the Cemetery to the purchaser once the interment rights have been paid in full, identifying ownership of the interment rights.
- 3.20. **Interment Rights Holder** means person(s) owning the right to require or direct the use of interment rights, under the Act or a predecessor of the Act, and includes a person to whom interment rights are transferred.
- 3.21. **Lot** means an area of land in a cemetery containing or set aside to contain human remains and includes a tomb, crypt in a mausoleum, columbarium or niche wall.
- 3.22. **Marker** means any memorial with a flat level surface upon which an inscription may be made.
- 3.23. **Mausoleum** means a structure containing one or more crypts for the above ground entombment of human remains.
- 3.24. **Ministry** means the Ministry of Consumer Services for Ontario.
- 3.25. **Monument** means any permanent granite memorial projecting above ground level.
- 3.26. **Niche** means a compartment within a columbarium for the entombment of cremated remains.
- 3.27. **Plan** means the geographic plan of the Cemetery, approved by the Ministry.
- 3.28. **Pre-need Sales** means interment rights in lot(s) or niche(s) purchased at the Cemetery for future use.
- 3.29. **Price List** means a list of prices of supplies and services maintained in accordance with the Act.
- 3.30. **Register** means electronic or written records maintained by the Board in accordance with the Act.
- 3.31. **Registrar** means the Registrar appointed under the Act.
- 3.32. **Section** means designated areas throughout the Cemetery identified by letters e.g. Section T.
- 3.33. **Superintendent** means the person appointed by the Board to be in charge of daily operations of the Cemetery.
- 3.34. **Tariff** means the schedule of fees and charges as set out by the Board and approved by the Ministry.
- 3.35. **Third Party Purchaser** means any person who purchases interment rights upon re-sale in accordance with the provisions of these By-laws and the Act.
- 3.36. **Town** means the Town of Whitby being the owner of Groveside Cemetery and the Dryden Cemetery.
- 3.37. **Transfer** means to make a gift, bequest or other transfer of interment rights without consideration as may be permitted under the Act.
- 3.38. **Trust Funds** means funds in which a trustee may invest, established for the purposes of the Act.

ADMINISTRATION

4. The Board reserves full and complete control and management of the lands, buildings, plantings, roads, utilities, books and records of the Cemetery and complete authority to administer these By-laws in accordance with the Act.
5. Ownership is placed in the hands of the Interment Rights Holder and all monies are used exclusively for the maintenance and improvement of the property.
6. Management and direction are entrusted to an appointed Board who, without remuneration, supervises the care and upkeep done by the Superintendent.
7. The Board shall meet at least once monthly. In January each year the Board shall set prices and resolve matters regarding the Cemetery upkeep and maintenance and shall elect the Chair and other officers as necessary, for the year. If required, other meetings may be called by the Chair.
8. The Secretary-Treasurer will record the minutes of the meetings and the resolutions adopted and will have custody of all records and documents and will conduct all correspondence. There shall be a proper record of all money transactions pertaining to Cemetery operations.
9. The Superintendent shall have custody, under the Board of the Cemetery. No interment or removal of human remains shall take place without notice to the Superintendent, who shall see that a proper Burial Permit or other certificate required by law is furnished in each instance.
10. Interment Rights Holder and public visitors enjoy the use of the Cemetery at their own risk and the Board disclaims all responsibility for loss or damage from causes beyond its control, including without limitation, damage or loss caused by the elements, acts of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, accidents, invasion, insurrections, riots, or order of any military or civil authority, whether damage be direct or collateral.
11. The Board shall take reasonable precautions to protect the property of Interment Rights Holder but shall assume no liability or responsibility for the loss of, or damage to, or any resulting injury from any article of any type that is placed on any lot.
12. The Board may, from time to time, change or amend these By-laws in order to best serve the interests of the Cemetery and the Interment Rights Holder in accordance with the Act.
13. These By-laws governing the Cemetery shall be strictly adhered to. Where there is any doubt as to the interpretation of these By-laws or the Plan, the Superintendent shall provide the necessary clarification. In the application and administration of these By-laws, all procedures will be conducted in accordance with Provincial regulatory statutes and requirements.

SALE AND TRANSFER OF INTERMENT RIGHTS

14. Interment Rights in lots or columbarium may be purchased from the Cemetery at the rates filed with the Ministry in accordance with the Act and according to the plans approved by the Ministry that are on file in the office of the Cemetery. The rates for interment rights include the applicable portion for deposit to the Cemetery's Care and Maintenance Fund.
15. The deposit to the Care and Maintenance Fund shall be as specified in the regulation made under the *Funeral, Burial, Cremation Services Act*, which came into effect 2002.
 - a) In the case of an in-ground grave for the burial of an adult, the greater of 40% of the selling price or \$250.
 - b) In the case of an in-ground grave for the burial of a child or of cremated remains, 40% of the selling price.
 - c) In the case of a columbarium niche, the greater of 15% of the selling price or \$150.
 - d) In the case of placement of cremated remains in a common scattering garden \$25.
16. Payments for Interment Rights shall be made at the Cemetery office.
17. Upon payment in full, the Board shall provide each purchaser of Interment Rights with:
 - a) a copy of the Contract;
 - b) a copy of the Cemetery By-laws;
 - c) a Certificate of Interment Rights.
18. Purchasers of Interment Rights acquire only the right and privilege for the interment of human remains and of placing monuments or markers, subject to these By-laws.
19. To ensure the accuracy of the Register, no transfer of any Interment Rights or any interest therein shall be binding upon the Board unless application for the Transfer has been submitted to the Board including all necessary supporting documentation and the original Certificate of Interment Rights returned. Upon receipt of such application and payment of the prescribed fee, the Transfer shall be made and a new Certificate of Interment Rights issued.
20. In cases of transmission of ownership by will or bequest of Interment Rights, the Board shall have the right, in its sole discretion to require the production of a notarized copy of the will or other evidence sufficient to prove ownership.
21. In accordance with the Act, an Interment Rights Holder may cancel the Interment Rights within thirty (30) days of signing the Contract, by providing written notice of the cancellation to the Board. The Board will refund all monies paid by the purchaser within thirty (30) days from the date of the request for cancellation.
22. No refund will be made for any Lot if any Interment Rights have been exercised.

23. Subject to the provisions of these by-laws and the Act and provided that no part of the interment right has been exercised an Interment Rights Holder may sell their interment rights as the case may be to a third party purchaser. Interment Rights Holder may first offer the interment rights to the Cemetery. If the Cemetery does not wish to re-purchase the interment rights for the current price, less the Care and Maintenance amount paid at the time of purchase, then the interment rights may be sold to a third party for no more than the current price listed on the Cemetery price list, as long as the sale or transfer is conducted through the Cemetery and the purchaser meets the qualifications and requirements as outlined in these By-laws.
24. No person shall purchase interment rights for the sole or primary purpose of reselling the rights with a view to making a financial gain. The interment rights may not be sold to third party purchasers for more than the price set out in the then current tariff or price list as the case may be.
25. An Interment Rights Holder intending to sell their interment rights to a third party purchaser shall provide the Cemetery with the following documentation so that the Cemetery can confirm the ownership of the rights and provide the third party purchaser with the required documentation.
- (i) An interment rights certificate endorsed by the current rights holder.
 - (ii) Any other documentation in the interment Rights Holder possession relating to the rights.
26. The third party purchaser will be provided with the following documents by the Cemetery:
- (i) A new certificate of interment rights;
 - (ii) A copy of the current by-laws;
 - (iii) A copy of the current price list;
 - (iv) If the resale involves interment rights a written statement of the number of lots that have been used in a plot and the number of lots that remain available.
 - (v) Any other documentation in the Interment Rights Holder possession relating to the rights.
27. To complete the sale of interment rights to a third party purchaser the Cemetery may also require:
- (i) A statement signed by the Interment Rights Holder selling the interment rights acknowledging the sale of the rights to the third party purchaser;
 - (ii) Confirmation that the person selling the interment rights is the person registered on the Cemetery records and that they have the right to resell the interment rights;
 - (iii) A record setting out the date of the transfer of the interment rights to the third party purchaser;
 - (iv) A statement of any money owing to the Cemetery in respect of the interment rights.

28. Upon completion of the above listed procedures and upon the issuance of a new certificate of interment rights, the third party purchaser or transferee(s) shall be considered the current Interment Rights Holder of the interment rights and the resale or transfer of the interment rights shall be considered final in accordance with these by-laws and the Act.
29. The Cemetery may charge an administration fee for the issuance of a duplicate certificate in accordance with the price listed on the Cemetery's current price list.
30. Section 30 only applies to contracts entered into prior to July 1, 2012. Any purchaser of pre-need supplies or services from the Cemetery may cancel, by written notice to the Board, the contract to purchase at any time before the services or the supplies are provided. No supplies will be ordered or service supplied until the 30 day grace period has passed.
31. Section 30 does not apply if the supplies or services are provided within thirty days after the contract is made because of the death of the person for whom the supplies or services were contracted.
32. Any interment Rights which have not been used after a 20 year period has passed may be considered abandoned. The Cemetery may apply to the Registrar appointed under the Act for a declaration that the Interment Rights are abandoned after making inquiries and giving reasonable notices to find the Interment Rights Holder or beneficiaries. Upon being satisfied that the Rights are abandoned, the Registrar shall issue a declaration to that effect. If there is no appeal by the end of the time period allowed for appeal, the Cemetery may resell the lot in question.
33. Any person whose Interment Rights have been resold after being declared abandoned may apply to the Registrar for redress. Upon receiving an application for redress, the Registrar shall order the Cemetery to provide better or equivalent Interment Rights in that Cemetery or to refund the amount that it would cost to purchase better or equivalent Interment Rights in the Cemetery or if no Interment Rights are available in the Cemetery, in the closest Cemetery appropriate to the religious or ethnic affinities of the person whose Interment Rights have been resold.

INTERMENTS AND DISINTERMENTS

33. Not more than one burial shall be made in any single grave except:
 - (i) In areas designated for double depth burial. The first interment must be made at the lower level.
 - (ii) That of the cremated remains of four persons.
34. Remains to be buried in a lot must be enclosed in a container, sealed securely and of sufficient strength to permit burial with the container remaining intact. The container must be of a size to permit burial within the size of the lot.

35. All interments must be authorized in writing by the Interment Rights Holder except the interment of the Interment Rights Holder.
36. The Superintendent of the Cemetery, an assistant or someone in the employ of the Board shall be in attendance at each interment.
37. Prior to any interment, a burial permit issued by the Division Registrar or their designate under the Vital Statistics Act, R.S.O. 1990, c. V.4 as amended showing that the death has been registered must be provided to the Cemetery and a signed contract must be in place. Payment of the fee for the opening of the lot according to the fee found in the Price List must be paid before an interment can take place.
38. In the case of a cremation interment or entombment, the cremation certificate under the Vital Statistics Act, R.S.O. 1990, c. V.4 as amended showing that the death has been registered must be provided to the Cemetery and a signed contract must be in place. Payment of the prescribed fee for this service according to the Price List must be paid prior to the interment or entombment taking place.
39. Persons requesting interments in lots or niches shall be held responsible for charges incurred.
40. When Interment Rights in a lot or niche are held jointly by two or more persons, an order will be accepted from either or any of them or their authorized representatives, for interment in such part of the lot or niche as may be requested.
41. No lot or niche shall be opened for interment or disinterment by any person not in the employ of, or under the direction of the Board, except under special circumstances, and by permission of the Board.
42. The interment fee includes the opening and closing of the lot or niche.
43. The scale of fees for lot openings is based on the size of the lot and labour involved. Extra charges are included in the Price List in force for:
 - i) Double depth grave openings;
 - ii) Disinterments and reinterments
 - iii) Funerals reaching the Cemetery after 3:00 p.m.
 - iv) Saturday burials; and
 - v) Winter burials
44. No person shall remove human remains, except cremated remains from the Cemetery unless a certificate of a Medical Officer of Health confirming that the Act and the regulations have been complied with is affixed to the container. A certificate from the local Medical Officer of Health is not required for the removal of cremated remains. A burial certificate under the Vital Statistics Act is not required to reinter human remains that have been disinterred according to the Act and regulations. Family members may not be present for any disinterment.

45. The Cemetery shall exercise all due care in making burials and interments but is not responsible for damage to any casket, urn or other container sustained during either interment or disinterment.
46. Funeral corteges within the Cemetery shall follow the route indicated by the Superintendent.
47. The Cemetery reserves the right, at its cost, to correct any error that may be made by it in making interments, in the description of the lot, or the transfer or conveyance of any Interment Rights. The Cemetery may either, cancel such grant and substitute other Interment Rights, or lot of equal value and similar location, as far as is reasonably possible; or refund all money paid on account for such purchase. Notice will be given personally to the Interment Rights Holder. If necessary, it may be mailed to the Interment Rights Holder or their legal representatives, at their last appearing address in the record books of the Cemetery. In the event any such error may involve the disinterment of remains, the Cemetery shall first obtain the approval of any regulatory authority and the Interment Rights Holder.
48. The Cemetery shall not be held responsible for any errors made for any funeral arrangements made over the telephone. These arrangements should be made in writing.
49. Notice of each interment to be made shall be given to the Superintendent of the Cemetery at least twenty-four (24) hours in advance, eight (8) hours of which must be regular working hours. The Board cannot be held responsible for having lots prepared for funerals unless such notice is given.
50. No interments shall be made on Sundays or Statutory Holidays unless the Cemetery is ordered to do so by a representative of the Ministry of Health.

PLANTINGS AND CARE OF LOTS

51. All lots shall be maintained and kept properly graded, sodded and mown, by employees of the Cemetery.
52. All plantings on any burial lot must have approval of the Superintendent.
53. Flowerbeds may not exceed 51 cm (20") in width from the base of the monument and 20 cm (8") in length either side of the base of the monument on a single lot. The length on either side of the base on a two grave lot cannot exceed 40.6 cm (16"). Maintenance of any plant material growing on a Lot is the responsibility of the Interment Rights Holder. The Cemetery will not be held responsible for any damage or loss of plant material in the flowerbeds. Flowerbeds are not permitted in Section U.

54. Borders or edgings around the flowerbeds are prohibited. Any borders or edgings which have been installed, contrary to these By-laws, may suffer damage during lot excavation. The Cemetery will not be held responsible for such damage.
55. With the exception of Sections U and V, deciduous or evergreen shrubs which can be controlled with pruning to keep within size restrictions may be planted on either side of monuments or markers.
56. Shrubs, either deciduous or evergreen must not exceed .91 m (3') in height and .61 m (2') in diameter, at any given time, on a two grave lot. Width of a shrub on a single lot must not exceed lot allowance.
57. Shrubs or parts thereof situated on any lot are the responsibility of the Interment Rights Holder and any of which have become an interference to the daily operations in the Cemetery, or have become detrimental to the adjacent trees, lots, drains, roads, or walks or to the general appearance of the Cemetery will be removed at the expense of the Interment Rights Holder who will be notified in writing of such removal.
58. No Interment Rights Holder shall change the grading of his lot with the exception of preparing flowerbeds or planting shrubs and in case of any other change, the Cemetery may restore the lot to its original grade at the expense of the Interment Rights Holder.
59. Garbage receptacles are placed at convenient locations throughout the Cemetery. To maintain the general beauty of the Cemetery, please use these receptacles, as necessary. Please use the compost receptacle provided for the disposal of garden or any other such waste material.
60. To preserve the appearance of the Cemetery, any neglected flowerbed which has not been planted by June 20th may be seeded or sodded by the staff and the cost charged to the Interment Rights Holder.
61. Flowerbeds are required to be cleared of annuals after the first frost of autumn. Interment Rights Holder desiring to save any such plants should do so before their removal becomes necessary.
62. NO unauthorized person shall sod or move cornerposts or lot markers.
63. Interment Rights Holder desiring outside contractors to do work on their lots must furnish the Superintendent with written authority for the same. Contractors must perform this work between the hours of 7:30 a.m. to 4:00 p.m., Monday through Friday.
64. Any work asked of the Superintendent by the Interment Rights Holder which is not classed as general care and maintenance will be charged a set extra work fee e.g. planting shrubs.

ARTICLES AND DECORATIONS

65. Hanging pot stands are permitted to be installed on either side of a marker or monument; however, they may not exceed 1.22 m (4') in height and .3 m (1') in width, including the hanging object. Other articles including hanging baskets which become unsightly or do not adhere to the general appearance of the Cemetery will be removed without notification.
66. For maintenance and safety reasons glass, nails, wires, plastic, plastic fencing, wooden articles, including wooden crosses or any other breakable material are prohibited on lots in the Cemetery.
67. Placing or planting any type of borders around lots or graves is prohibited.
68. Any potted plant container, basket, urn or memorial (excluding monuments or markers) including contents may not exceed 13.61 kg (30lb) in weight so that it may be removed easily at any time without causing injury to Cemetery staff. The Cemetery will not be held responsible for damage or loss of any portable article(s) on lots.
69. Memorial wreaths, provided they are mounted on a proper stand and secured properly on a lot, may be placed between November 1st and March 31st of each year. Wreaths should be removed from lots before April 1st, however, those which are not removed by this date, will be removed and disposed of by Cemetery staff without notification.
70. Plastic, silk and fresh flower containers are available adjacent to the Cemetery office. One bouquet of fresh or artificial flowers may be placed next to a monument or marker between April 1st and October 31st.
71. Vases, urns and flower stands not properly cared for and/or not filled with plants by June 20th in any year may be removed from the lot by Cemetery staff, and any stand, holder, vase or other receptacle for flowers deemed unsightly or unsuitable may be prohibited and/or removed without notification.
72. The Superintendent, without notification, may remove any memento or any other articles placed upon lots when it is necessary.
73. The Board reserves the right to remove all flowers, potted plants, wreaths and baskets of flowers when they become withered or unsightly or for any other reason that deems such removals to be in the best interest of the Cemetery as determined by the Superintendent.

MEMORIALIZATION - GENERAL BY-LAWS

74. No monument or other memorial shall be erected or permitted on a lot until approval of the design has been given by the Superintendent and the prescribed fees are paid in full. All dimensions including base, die and style must meet with Cemetery approval.

75. No inscription shall be placed on any monument which is not in keeping with the dignity and decorum of the Cemetery. No monument, footstone, marker or memorial of any kind shall be placed, moved altered or removed without permission from the Superintendent.
76. Every person installing a monument or marker in the Cemetery shall pay the prescribed amount, as set out in the Act and Regulations, to the Cemetery's Care and Maintenance Fund. The interest earned from this fund will be used to maintain the monuments or markers in a safe condition.
The amounts are as follows:
- (i) In the case of installing a flat marker measuring at least 1115.85 square centimetres (173 square inches), \$50;
 - (ii) In the case of installing an upright monument measuring 1.22 metres (4 feet) or less in height and 1.22 metres (4 feet) or less in length, including the base, \$100;
 - (iii) In the case of installing an upright monument measuring more than 1.22 metres (4 feet) in either height or length, including the base, \$200.
77. If a monument or marker in the Cemetery 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 to remove the risk.
78. Any niche photo ceramics will be adhered by Cemetery staff.

MONUMENTS

79. The Cemetery reserves the right to determine the maximum size of monuments, their number and their location on each lot. The maximum size monument on a two grave lot is .091 m (3') in height and 1.1 m (3' 6") in width. Up to two footstones may also be installed on a two grave lot.
80. The maximum size monument permitted on designated single lots is .75 cm (30") in height and .60 cm (24") in width. The maximum size monument on a cremation lot is .61 cm (24") in height and .61 cm (24") in width.
81. The minimum thickness of a die must be 20.32 cm (8").
82. Upright monuments on single, or cremation lots, are permitted in designated areas pending approval, for maintenance purposes, from the Superintendent.
83. All monuments must be set on a pre-cast foundation as provided at a set price by the Cemetery. Prices may be obtained at the office. All foundations will be installed in the proper location by Cemetery staff at the expense of the Interment Rights Holder. Installation will not take place between December 1st and April 1st.
84. There shall not be a variance of more than 1.27 cm (½") in the size of the base required as stated on the work order and the size of the monument when delivered.

85. All monuments must be able to withstand a minimum of 100 lb. of horizontal force, applied anywhere on the monument, without toppling. This must be achieved in the dry mode (no caulking).
86. Dowels must be made of minimum 127 mm (½") stainless steel. The hole depth must be a minimum of 7.62 cm (3 ") deep and no more than 32 mm (1/8") larger in diameter than the diameter of the dowel in both die and base.
87. The die stones must be installed on a granite base. The height of the base shall be minimum of 20.3 cm (8 "). The top surface of the base must be both wider and longer than the die in order to provide a minimum border of 7.6 cm (3 ") of the surface of the base exposed on all sides. Bottoms of the base shall be smooth sawn.
88. Unless adjoining lots are owned, both sides of the stone cannot be used.
89. All photographs attached to any memorials or placed within the Cemetery grounds shall be the sole responsibility of the owner.

MARKERS

90. In designated sections, white granite cornerposts measuring 15.24 cm (6") square by 7.62 cm (3") in depth dressed on all sides bearing the Interment Rights Holder name, section and lot number(s) may be purchased to have installed flush with the ground at the lot corners.
91. All flat or pillow markers set on a granite base must be set on a foundation as provided by the Cemetery at the expense of the Interment Rights Holder.
92. Markers will be accepted for installation during regular working hours. If weather and ground conditions permit, installations will be made within 30 days after acceptance.
93. Markers will not be accepted from any monument dealer for storage during the winter months.
94. Markers or Footstones of bronze, granite or marble are permitted with size and quantity restrictions according to the section of the Cemetery and the regulations deemed necessary as per the size of lot in that section. Its placement must not interfere with future interments.

Single lot (maximum)	45.72 cm x 60.96 cm (18" x 24")
Double lot (maximum)	45.72 cm x 81.28 cm (18" x 32")
Cremation lot – Section I and II (maximum)	30.5 cm x 50.8 cm (12" x 20")
Cremation lot – Section U (maximum)	45.72 cm x 60.96 cm (18" x 24")

95. Flat markers are to be flat on top and set level with the ground so that a lawnmower can pass safely over them and shall be set by Cemetery staff, at the expense of the Interment Rights Holder, on payment of the fee provided in the Price List.
96. One footstone may be placed at each grave in addition to the flat marker and shall not exceed 42.60 cm x 60.96 cm (16" x 24"). The footstone may only be placed after full interment.
97. The minimum thickness for all flat markers including footstones is 10 cm (4 ").
98. All markers shall be constructed of bronze, granite or marble. The bottom bed of all bases and markers shall be cut level and true.
99. One flat marker may be installed per grave on a monument lot to a maximum of 61 x 45.72 or 18 x 24" only after a proposed casket burial has taken place. Cremation lot excluded.

RULES FOR MONUMENT DEALERS, VAULT SUPPLIERS AND CONTRACTORS

100. No monument or marker will be delivered to the Cemetery without previous approval of style and dimensions from the Superintendent.
101. All work done by outside contractors or monument dealers must be completed between the hours of 7:30 a.m. and 4:00 p.m. Monday through Friday. No work is permitted on statutory holidays. A supervision fee will be charged by the Cemetery for work done outside the set timeframe.
102. If the Superintendent discovers monuments or markers that have been placed on lots outside the prescribed hours a charge will be issued to the dealer.
103. Prior to installation, all monuments and markers must meet final inspection at the Cemetery office.
104. Monument dealers must state on each order the date they wish foundations ready and must give at least fifteen working days notice before the work is required.
105. No monument or marker will be delivered to the Cemetery until the foundation is in place and the contractor is ready to proceed with the work of installation.
106. No monument or marker will be removed without written permission from the Superintendent.
107. All companies who carry out work in the Cemetery shall have coverage from the Workplace Safety and Insurance Board for their workers as well as sufficient liability insurance.

108. Vault trucks, monument dealers and contractors shall lay planks on the lots and paths over which heavy materials are to be moved, in order to protect the grounds from damage. Any of the above may be charged for damages suffered to the grounds due to neglect on their part.
109. The demeanour and behaviour of all workers employed by others while in the Cemetery shall be subject to the control of the Superintendent.
110. Workers shall cease work, if in the immediate vicinity of a funeral, until the conclusion of the service.
111. Heavy loads shall not be permitted in the Cemetery when the roads are in unfit condition.
112. No monument dealer or vault truck shall park on the grass unless otherwise directed to do so by the Superintendent.
113. All implements and materials used in the performance of any work shall be placed where the Superintendent may direct, and all rubbish and surplus earth shall be removed when, and to where, and in such manner as the Superintendent may order. Otherwise, the obstructions will be removed, and the expense charged to the monument dealer.

RULES FOR VISITORS

114. Visitors are always welcome at the Cemetery during daylight hours and they are asked to remember the respect due to the dead.
115. The Superintendent and Cemetery staff are empowered and are required to preserve order and decorum in the Cemetery.
116. No parades other than funeral processions shall be admitted to or be organized within the Cemetery.
117. Children under the age of twelve years are welcome in the Cemetery grounds when accompanied by an adult, who shall be responsible for their good conduct and shall see that they do not run over the lots or climb upon the monuments.
118. Vehicles within the Cemetery shall be driven at a moderate rate of speed and shall not leave the avenues or park on the grass unless directed to do so by the Superintendent.
119. Pleasure ATV's (all terrain vehicles) or snowmobiles are prohibited in the Cemetery.
120. Proprietors of vehicles and their drivers shall be held responsible for any damage done by them.
121. Discharging of firearms, other than in regular volleys at burial services, is prohibited in and around the Cemetery.

122. Dogs or other pets must be leashed and cared for while in the Cemetery.
123. No picnic party shall be permitted in the Cemetery grounds.
124. Any person who, in the Cemetery, damages or moves any tree, plant, marker, fence, structure or other thing usually erected, planted or placed in the Cemetery is liable to the Cemetery and any Interment Rights Holder who, as a result, incurs damage. The amount of damages shall be the amount required to restore the Cemetery to the state that it was in before anything was damaged or moved by the person liable.
125. Any complaints by Interments Rights Holder or visitors should be made to the Superintendent and not to workers on the grounds and controversies with workers or others on the grounds are to be avoided.
126. Rubbish shall not be thrown on roadways, lots or walkways or any part of the grounds. Receptacles are provided at convenient points on the grounds for the deposit of weeds, decayed flowers, plants, etc.
127. Any person disturbing the quiet and good order of the Cemetery by noise or other improper conduct or who violates these By-laws, must be expelled from the grounds.
128. Any article which is detrimental to efficient management or which constitutes a hazard to machinery, employees or visitors, or is unsightly or does not conform to the natural beauty or design of the Cemetery, may be removed by the Superintendent.
129. No tips or gratuities are to be given to Cemetery workers by visitors or Interment Rights Holder, nor shall any be accepted by any Cemetery worker.