

St. Thomas Cemetery Company

Cemetery By-Laws

January 2010

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### FORWARD

This booklet contains the By-laws of the St. Thomas Cemetery Company (hereinafter referred to as "Cemetery").

They have been approved by the Ontario Ministry of Consumer Services, Consumer Protection Branch, Cemeteries Regulation Unit.

All of the Cemetery By-laws apply to every form of interment right as far as the nature of the case permits.

By-law compliance ensures the safety of our families and employees, and the maintenance of proper cemetery operations.

### GLOSSARY OF TERMS

**Burial:** The opening and closing of a Lot or Grave (in ground) for human remains or cremated human remains (including the scattering of cremated human remains).

**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.

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

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

**Entombment:** The opening and closing of a Crypt for human remains, or the opening and closing of a Niche for cremated human remains.

**Grave:** Any Interment Right (cremation, child, or adult) which permits a Marker to be set flush and level with the ground in the Marker Space, or attached to an adjacent feature wall as defined in the Interment Rights Certificate. (Also refer to Lot definition.)

**Interment Right:** The right to require or direct the Burial or Entombment of human remains or cremated human remains in a Grave, Lot, Niche or Crypt.

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

**Interment Rights Holder:** A person, firm, or corporation holding the right to direct the Burial or Removal of human remains, cremated human remains, and associated memorialization in an Interment Right as registered in the Cemetery records.

**Lot:** Any Interment Right (cremation, child, or adult) which permits the erection of a Monument in the Monument Space. (Also refer to Grave definition.)

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**Marker:** A memorial constructed of bronze or granite, set flush and level with the ground in the Marker Space.

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

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

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

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

**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 Diestone.

**Monument Diestone:** 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, a minimum of 137 cm (4 ft 6 in) in depth.

**Monument Space:** That portion of the Lot(s) designated to contain the Monument and planting area.

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

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

**Removal:** The Removal of human remains, including cremated human remains, from a closed or sealed Grave, Lot, Niche or Crypt.

### 1.1 Hours of Operation

**Cemetery Grounds Visitation Hours:** Interment Rights Holders and the general public can visit the Cemetery grounds during daylight hours. The Cemetery front gates are always left open, but visiting hours are restricted from dawn to dusk.

**Office Hours:** Office hours vary. Please contact the Cemetery office to obtain hours of operation.

**Burial Hours:** Burials will be carried out between the hours of 8:30 a.m. and 3:30 p.m. Monday through Saturday (excluding statutory holidays). Additional service charges will apply for burials arriving at the Cemetery after 3:30 p.m.

**1.2 Private Property:** All cemeteries are privately owned lands. The St. Thomas Cemetery is operated as a non-profit community service. The Governing Body is comprised of Interment Rights Holders who adhere to the Rules of Governance as set forth in the Company By-laws relating to the Conduct of affairs.

Interment Rights Holders and public visitors enjoy the use of the Cemetery at their own risk and shall be governed by the following:

- **Damage to Property:** No one may damage, destroy, remove or deface any property in or belonging to the Cemetery;
- **Vehicles:** Vehicles within the Cemetery shall be driven at a speed less than 20 km/hr. At no time shall such vehicles park or drive on the grass. Owners of vehicles will be held liable for any damage caused by their drivers or vehicles;
- **Improper Conduct:** 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;
- **Dogs, Cats, Pets, etc.:** Dogs, cats, pets, etc., are permitted in the Cemetery if on a leash and the onus is on the owner to stoop and scoop.
- **Special Events:** Special Events are 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;
- **Bicycles/Roller Blades:** To ensure the safety of our employees and visitors to the Cemetery, bicycles/roller blades must be operated in a safe manner that respects the needs of families and only on cemetery roads at a speed less than 10 km/hour. Bicycle racing is strictly prohibited.

**1.3 Liability for Loss or Damage:** The Cemetery assumes no liability or responsibility for the loss of, or damage to, any Grave, Lot, Columbarium Niche, Mausoleum Crypt, 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 its employees should cause damage to any Grave, Lot, Columbarium Niche, Mausoleum Crypt, Monument, or Marker. The liability shall be limited to the extent of the 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.

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**1.4 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.

- Provincial legislation requires all Ontario cemeteries to maintain a public register that is available to the public during regular office hours.

**1.5 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, Cemeteries Act (Revised), Ministry of Government Services.

**1.6 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 resurvey, 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 Burials or sale of Interment Rights have taken place in these areas;
- 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.

## 2 . 0 SALE AND TRANSFER OF INTERMENT RIGHTS

**2.1 Ownership of Interment Rights:** Ownership of all cemetery lands remains vested with the St. Thomas Cemetery Company at all times. Purchasers of Interment Rights acquire only the right and privilege to direct the Burial of human remains and the installation of Monuments, Markers and inscriptions, subject to Cemetery By-laws. Until payment is made in full no Burial, Entombment, Monument, Marker, inscription, or memorialization is permitted. An Interment Rights Certificate is issued to the Interment Rights Holder(s) when payment in full is made.

**2.2 Re-sale of Interment Rights:** The Cemetery reserves the sole and exclusive right to sell Interment Rights within its cemeteries. Interment Rights Holder(s) who wish to sell any unused Grave, Lot, Columbarium Niche, or Mausoleum Crypt must transfer their interest to the Cemetery. Under no circumstances may an Interment Rights Holder(s) sub-divide or resell any or all portions of a Grave, Lot, Columbarium Niche, or Mausoleum Crypt privately.

Should Interment Rights Holder(s) wish to sell back their Grave, Lot, Columbarium Niche, or Mausoleum Crypt within 30 days after purchasing the Interment Right from the Cemetery they shall be entitled to a full refund of all monies paid for the Interment Right. Should an Interment Rights Holder(s) wish to sell any unused Grave, Lot, Columbarium Niche, or Mausoleum Crypt to the Cemetery after the expiration of the 30 day period, they shall be entitled to the amount paid for the Interment Right less the portion of the purchase price contributed to the irrevocable Care and Maintenance Fund. The Cemetery is not obligated to repurchase any unused portion of a Lot, Columbarium Niche, or Mausoleum Crypt.

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**2.3 Transfer of Interment Rights:** Interment Rights Holder(s) may transfer Interment Rights directly to another person provided there is no payment to the registered Interment Rights Holder for the transfer. The transfer must be completed using prescribed forms and registered with the Cemetery in order for the transfer to take effect. A fee will be charged by the Cemetery for administration and registration of the transfer of Interment Rights.

In a case where a lot has not been specifically named in the Interment Right Holder's will the Cemetery Board will recognize the persons receiving the residue of the Interment Right holders estate as the party now entitled to be the new Interment Rights Holder of Interment Rights (a copy of the will and probate must be forwarded to the Cemetery Office). Where a signed agreement has been executed by the immediate heirs appointing an individual as the new Interment Rights Holder, the Board will honor this agreement. A copy of the agreement and all necessary information should be forwarded to the Cemetery Office; Plot holders are requested to bequeath cemetery plots to avoid confusion of ownership.

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

**2.5 Arrears:** Transfers of Interment Rights may be made only after the Interment Rights have been paid in full and any arrears associated with them are paid in full.

**2.6 Pre Care and Maintenance (prior to 1955):** Where the lot is not under Care and Maintenance, the Cemetery provides the general care of the lot at the expense of the lot holder at a rate set forth in the tariff of rates in accordance with Section 44(2) of the Cemeteries Act. Arrangements can be made for Care and Maintenance. Where no interments have been made in a Lot, without perpetual care, for more than twenty years or the lot holder has defaulted for more than five years in the payment of the annual maintenance charges set forth in the tariff of rates, the Board may proceed to repossess the unused portion of the plots as set out in the Cemeteries Act.

**2.7 Future Purchases:** Plots on hold for future purchase will be held only for a period of one year (365 days) (unless a written extension has been authorized by the Cemetery Office) and plots purchased under a time payment plan must be paid for within nine months of the first payment unless previous arrangements are authorized by the Cemetery Office.

### 3.0 BURIALS

#### **3.1 Authorization, Information and Documents Required for a Burial:**

**Written Permission of Interment Rights Holder:** Interment Rights Holder(s) must visit the Cemetery office and provide written direction and authorization prior to a Burial or Entombment taking place. Should the Interment Rights Holder be the deceased, direction must be provided in writing by the next of kin or estate executor. Telephone, facsimile or e-mail orders for Burial or Entombment are not permitted.

**Proof of Registration of Death:** A Burial permit issued by the Registrar General or equivalent document showing that the death has been registered must be provided to the Cemetery office on the day of the Burial. A Certificate of Cremation must be submitted to the Cemetery office before a Burial of cremated remains may take place.

**Information Required:** For each Burial of human remains, a written statement providing such information as may be required by the Cemetery must be submitted to the Cemetery office so that an accurate register may be kept in accordance with provincial legislation.

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**Payment:** Payment must be made to the Cemetery before a Burial may take place.

**Authorization of Social Services Agency:** Written instruction from a social services administrator must be submitted to the Cemetery office before a Burial assisted by a Social Services Agency may take place.

**3.2 Notice Required:** The Cemetery office shall be given at least 8 business hours of notice for each Burial or Scattering of human remains.

**3.3 Opening and Closing of Interment Rights:** Graves and Lots shall be opened and closed only by the Cemetery.

To ensure safe conditions are maintained at all times, families wishing to witness the closing of a Lot or Grave shall remain a minimum of 10 metres from the open Grave.

Every effort will be made to complete a Burial on the assigned day and time. If due to inclement weather conditions, health and safety concerns, or conditions beyond the Cemetery's control, a Burial cannot be made at the scheduled time, the Cemetery reserves the right to establish a temporary set up, and the Burial shall be completed as soon as possible at a later time.

The Cemetery retains the right of passage over every Lot or Grave so that cemetery operations may be performed effectively.

The Cemetery retains the right to temporarily relocate a monument or marker so that cemetery operations involving the opening and closing of a Lot or Grave may be performed.

The opening of a Lot or Grave for Burial necessitates the temporary mounding of earth on adjacent Graves. The Cemetery reserves the right to determine the location for the temporary mound and will make reasonable efforts to restore adjacent Graves to their original condition as soon as possible following the closing of the Grave.

Funeral flowers, delivered to the Cemetery at the time of Burial, will remain on the Lot or Grave for a minimum of 5 days and will be removed at any time thereafter and disposed of by the Cemetery.

**3.4 Number of Burials:** A maximum of two caskets both in vaults or four cremated remains or one casket and two cremations may be buried in each Grave unless otherwise specified on the document for the purchase of the Interment Rights.

Where two caskets are to be interred in the same Grave, the first casket will be buried in a vault and at an extra depth to allow for a minimum of two feet (24 inches) of top cover (not mounded) on the top most receptacles.

**3.5 Closed Caskets or Containers:** Remains must be delivered to the Cemetery for Burial in a closed casket or container. Under no circumstances may an employee of the Cemetery open or close a casket or container. In the case of cremated remains, remains must be delivered to the Cemetery for Burial in a closed cremation urn or container, and the cremated remains will be buried in such cremation urn or container

**3.6 Outer Containers:** Caskets or urns may be interred without an outer container. Should an outer container of concrete, steel, or other permanent nature be used, a service charge may apply.

**3.7 Scattering Cremated Remains:** Cremated remains may be scattered in a designated scattering area, only under the direction of the Cemetery. Due to the irreversibility of the scattering process a completed Application for the Scattering of Cremated Remains must be signed at the Cemetery office before a scattering may take place.

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**3.8 Requirements for Removal of Caskets, Containers or Cremated Remains:** Human remains may be removed from a Lot or Grave provided that the written consent of the Interment Rights Holder(s) is/are received by the Cemetery.

A certificate from the local medical officer of health must be received at the Cemetery office before a Removal of casketed human remains may take place. A certificate from the local medical officer of health is not required for the Removal of cremated remains.

Removals may also be ordered by certain public officials without the consent of the Interment Rights Holder(s) and/or next of kin(s).

Removals from "Triple Depth" pose a safety hazard to the Cemetery's employees and will not be permitted. The raising and lowering of remains from standard depth to extra depth is considered a Removal.

The Cemetery will not be responsible for damage to any casket or container which occurs during the course of the Removal.

A new casket or container may be required to facilitate a removal for which an additional charge will apply.

The Cemetery will not be responsible for damage to any cremation urn or cremation outer container which occurs during the course of the Removal. Due to the length of time a cremation urn has been buried and/or the conditions to which it has been exposed, the Cemetery cannot guarantee that it can retrieve a cremation urn or cremation container buried in a Lot or Grave. The condition of any cremation urn or cremation container disinterred may be unstable, in which case, a replacement urn may be required at the expense of the party authorizing the removal. Removals will be completed at a day and time designated by the Cemetery.

The Cemetery may require any casket, outer container, cremation urn or cremation outer container that has been replaced to be removed from the Cemetery for disposal. All costs shall be born by the party authorizing the Removal. Under no circumstances can a used casket be directed to a crematorium for disposal.

If Interment Rights are sold back to the Cemetery, any Monuments or Markers are to be removed before the transfer can be completed. The cost for the removal of the memorials and foundations shall be paid by the individual(s) authorizing the transfer.

The Cemetery reserves the right to disallow any witnessing of the Removal if it feels at its sole discretion that the health or safety of anyone present may be at risk.

**3.9 Contagious Diseases:** It is a legal requirement that the Cemetery be notified that a death is a result of contagious disease, prior to arrangements being made for the Burial.

In the event that a contagious disease has been confirmed, the Cemetery reserves the right to adhere to recognized Health and Safety practices.

The Cemetery may designate the hour and manner in which Burials may be made.

The human remains of persons who have died from contagious diseases may be removed only with the consent of the local medical officer of health or other public official having authority.

Human remains of persons who have died from contagious diseases will not be accepted for temporary storage

**3.10 Pets or Other Animals:** Only human remains shall be buried or entombed in the Cemetery.

### 4.0 Memorialization

#### A. General

**4.1 Unstable Memorials:** Should any memorial or private mausoleum present a risk to public safety because it has deteriorated to the point of becoming unstable, the Cemetery shall do whatever it deems necessary by way of repairing, resetting, or laying down the memorial or private mausoleum or any other remedy so as to remove the risk.

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**4.2 Removal of Memorials:** The Cemetery may remove a Marker and/or Monument from any Lot or Grave, or an inscription from a Columbarium Niche or Mausoleum Crypt if payment of the contract for the Marker, Monument or inscription is in default. Markers, Monuments or inscriptions purchased by anyone other than the Interment Rights Holder(s) may be removed by the Cemetery upon the written request of the Interment Rights Holder(s). The Cemetery reserves the right to remove at its sole discretion any Marker, Monument, or inscription which is not in keeping with the dignity and decorum of the Cemetery.

**4.3 Moving Corner Posts or Number Markers:** Only the Cemetery or person(s) authorized by the Cemetery may move corner posts or number Markers.

**4.4 Requirements to Place an Inscription on a Memorial:** The Cemetery requires the written consent of the Interment Rights Holder(s) and an order form detailing the inscription to be placed on the memorial prior to the placement of the inscription. Only inscriptions which, at the sole discretion of the Cemetery, are in keeping with the dignity and decorum of the Cemetery will be permitted.

**4.5 Inscription Rights on Memorials Owned by the Cemetery:** Inscription rights vary according to location, design and material. To ensure quality control, consistency and integrity of design, inscriptions on memorials owned by the Cemetery must be approved by the Cemetery and placed by the Cemetery. Inscription rights are outlined on the Interment Rights Certificate. Please consult the Cemetery office for additional information.

**4.6 Installation of Memorials:** Only the Cemetery may install Markers, Monument foundations, and bronze vases or lanterns that are set in the ground.

### B. Monument

**4.7 Approval of Monument Design:** A Monument, private mausoleum or other structure shall be erected only after its design, dimensions, plans and specifications relative to the material, construction, proposed location, and all attachments and sculpture are submitted to and approved by the Cemetery.

**4.8 Material and Finish of Monuments:** All Monuments shall be constructed of granite and/or bronze material unless otherwise approved in Section 4.7.

**4.9 Only One Monument to a Lot:** Only one Monument shall be erected within the Monument Space on any Lot.

**4.10 Monument Location:** Monuments shall be centred at the head of the Lot in the designated Monument Space. All monuments placed at the West Avenue location will be placed at the head of the interment space unless otherwise approved by the Cemetery Office, and monuments will be placed at the foot end at South Park Cemetery in Section C, B-B and at the Head end Section D, the Legion Crosses in Soldier's Field which will be placed at the head end. All monuments will face the front of the respective cemeteries – East at West Ave and West at South Park

**4.11 Monument Foundations:** Concrete Monument Foundations are required to maintain the stability of all Monuments and shall be built by the Cemetery in the designated Monument Space at the expense of the purchaser.

**4.12 Delivery of Monuments to the Cemetery:** No monument shall be delivered to the Cemetery for installation until the Monument Foundation has been constructed and the Interment Rights Holder(s) or marker retailer has been notified by the Cemetery.

**4.13 Size of Monument:** The overall face area of the monument (including the Monument Diestone, Monument Base, and all parts of the monument therein) shall not exceed 15 percent of the area of the Lot.

**4.14 Monument Bases:** The maximum width of the Monument Base is conditional upon the width of the Lot(s) on which it is installed and the overall size of the Monument. No Monument Base shall exceed 9% of the overall area of the Lot and 75% of the width of the Lot line adjacent to where the monument is to be installed.

The minimum height of the Monument Base shall be no less than 10.16 cm (4 in) and increase commensurate with the weight of the Monument Diestone. For example:

- Monument Diestone over 1300 lbs. – 20.32 cm (8 in);
- Monument Diestone over 2600 lbs. – 25.4 cm (10 in);
- Monument Diestone over 5200 lbs. – 30.48 cm (12 in).

The maximum height of the Monument Base shall not exceed 25% of the total height of the Monument.

The bottom 10.16 cm (4 in) of a Monument Base must be of a rock-pitch finish.

The bottom of all bases must be cut level and true to facilitate their installation on the Monument Foundation.

Minor scraping of the Monument Base due to grass cutting is considered to be normal wear.

**4.15 Monument Diestones:** The minimum thickness of a Monument Diestone is 20.32 cm (8 in). For Monuments which exceed 1.07 m (3 ft 6 in) in overall height (including the Monument Base and Monument Diestone) the thickness of the Monument Diestone must increase 2.54 cm (1 in) for every 30.48 cm (12 in) (or fraction thereof) that the overall height of the Monument exceeds 1.07 m (3 ft 6 in).

Neither the length nor width of the Diestone and no part of a Monument may exceed the length or width of the Monument Base.

A tolerance of 0.64 cm (¼ in) may be permitted over or under the approved specified dimensions. Every Monument Diestone shall be finished on all sides, ends, and top. Rock pitch finishes are permitted.

Unique designs for Monuments (including a boulder used as a memorial and memorial benches), which deviate from this By-law, must be submitted to and approved by the Cemetery.

**4.16 Inscriptions on the Back of Monument Diestones:** Only the surname and a monument design are permitted on the back of Monument Diestones facing an adjacent Lot. Given names, dates of birth and death, epitaphs, etc. are not permitted.

Interment Rights Holders must understand that, in some instances, the view of surnames or designs placed on the back of the Monument could be blocked by the erection of a Monument on an adjacent Lot.

**4.17 Monument Dowelling:** To ensure stability, all Monument Diestones, columns, limbs of crosses, etc., shall be adequately dowelled to the base unless the underside of the superstructure is of sufficient area in relation to its height. Dowels must be of a non-corrosive material not less than 1.27 cm (0.5 in) in diameter. Dowels must be inserted not less than 15.24 cm (6 in) into the base and bottom of the Monument Diestone. Dowel holes must be drilled no more than 0.64 cm (0.25 in) larger than the diameter of the dowel.

**4.18 Inserts and Emblems:** Inserts and emblems (exclusive of pictures and photos) made of bronze, granite or stainless steel are permitted on Monuments and must be attached by means of pins or clips.

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**4.19 Pictures, Etchings and Photographs on Monuments:** The Cemetery requires the written consent of the Interment Rights Holder(s) prior to the placement of the picture, etching or photograph on the Monument. Pictures or photographs must be manufactured in a permanent, weather resistant material. Pictures, etchings or photographs of a non-permanent material will be removed and disposed of by the Cemetery without notification. The Cemetery does not accept any responsibility or liability for the picture, photograph or monument should a picture or photograph become lost, faded, cracked, damaged, or need to be removed.

**4.20 Vertical Joints:** To ensure stability and preservation, a Mausoleum, or Monument shall not have any uncovered vertical joints.

**4.21 Candle Holders and Vases:** A maximum of two bronze, granite or stainless steel candle holders and vases may be attached to the Monument. If a translucent section is necessary, it must be made of an unbreakable, heat-resistant glass or of a fire-resistant plastic material, and must be installed a minimum separation of 2.54 cm. (1 in) from the Monument Diestone. Candle holders must be fully enclosed on all sides by means of a door or lid.

### C. Marker

**4.22 Marker Materials:** All Markers must be made of bronze or granite material.

**4.23 Types of Markers:** The Cemetery may specify certain Lot or Graves on which only bronze Markers or granite Markers may be installed.

**4.24 Setting of Markers:** All Markers shall be set flush with the ground unless otherwise specified on the Interment Rights Certificate.

**4.25 Delivery of Markers to the Cemetery:** Markers shall be delivered to the Cemetery service area as directed by the Cemetery. Unless otherwise notified by the Cemetery.

**4.26 Size of Markers:** Unless otherwise specified on the Interment Rights Contract, the following maximum size of Markers shall apply:

- Adult Grave – shall not exceed 60.96 cm (24 in) x 45.72 cm (18 in).
- Child Grave – shall not exceed 50.8 cm (20 in) x 30.48 cm (12 in).
- Infant Grave – shall not exceed 40.64 cm (16 in) x 25.4 cm (10 in).

**4.27 Photographs on Markers or Vases:** Due to the danger of becoming damaged or broken, picture or photograph attachments are not permitted on Markers set flush with the ground or on vases.

**4.28 Granite Markers:** Granite Markers shall not be less than 7.62 cm (3 in) or more than 15.24 cm (6 in) of uniform thickness throughout and must be smoothly finished on top and bottom.

**4.29 Concrete skirting:** All markers will have a three inch skirting of cement which will be no more than 1/8" below the actual marker.

### D. Private Mausolea

**4.31 Private Mausolea:** Approval from the Cemetery and the governing municipal and provincial governments is required prior to constructing a Private Mausoleum.

## **5 . 0 CARE AND PLANTING OF BURIAL RIGHTS**

### **5.1 General Care of Burial Rights:**

Income from the Care and Maintenance portion of the Interment Right purchase is trusted in a fund and used to maintain, secure and preserve the Cemetery grounds. An example of routine maintenance services covered by the Care and Maintenance Fund include:

- Re-levelling and sodding or seeding of Lot or Graves
- Maintenance of cemetery roads, sewers and water systems
- Maintenance of perimeter walls and fences
- Maintenance of cemetery landscaping
- Maintenance of mausolea and columbaria
- Repairs and upkeep of cemetery maintenance buildings and equipment

To the extent that income from the Memorial Care and Maintenance Fund permits, the Cemetery will stabilize, and secure Markers and Monuments within the Cemetery.

The planting or trimming of trees and shrubs on individual Lot or Graves, preparation of flower beds, cleaning of memorials, and other special services are deemed to be additional to services outside of those services covered by the Care and Maintenance Fund, for which a reasonable charge is made. Complete information and estimates may be obtained from the Cemetery office.

**5.2 Planting and Care of Burial Rights:** Pruning of dwarf trees and shrubs and maintenance of flowerbeds for Graves and Lots is not looked after under the general care and maintenance of the Cemetery. Flowerbed maintenance, pruning, fertilizing, watering, etc., are the sole responsibility of the Interment Rights Holder(s). Should plant material become unsightly, neglected, overgrow the Monument, or infringe on an adjacent Lot or Grave, the plant material will be removed by the Cemetery at the expense of the Rights Holder(s), who will be notified in writing of such removal. All cemeteries provide additional maintenance programs to assist Interment Rights Holder(s) with the maintenance of plant material on their Lot or Graves. Please contact the Cemetery office if you wish to obtain additional information or assistance. Interment Rights Holder(s) understand that plant material may have to be removed to facilitate a Burial within a Lot or Grave. The Cemetery will make reasonable efforts to preserve and re-install the plant material, but does not assume any responsibility or liability in this regard.

Interment Rights Holders wishing to have independent contractors provide service on their Lot or Grave must provide written authorization for the work to be performed. The contractor must provide written authorization to the Cemetery office before commencing the work and abide by all Cemetery By-laws and more specifically the Contractor By-laws outlined in Section 10.

**5.3 Planting Restrictions On Lots:** Unless otherwise specified on the Interment Rights Certificate, dwarf trees, shrubs and flowerbeds may be planted in the designated Monument Space. Plant material should be chosen carefully to ensure that it will not overgrow the perimeter boundaries of the Monument Space. The Cemetery reserves the right to dedicate areas as no planting areas within the Cemetery.

### **5.4 Planting Restrictions On Graves:**

**Dwarf Trees and Shrubs:** Unless otherwise specified on the Interment Rights Certificate, one dwarf tree or shrub is permitted to be planted in the centre of the Grave.

**5.5 Size of Flowerbeds on Graves:** Flowerbeds no larger than 60.96 cm (24 in) and 121.92 cm (48 in) in length may be placed on a Grave. The flowerbed will be centered on the width of the Grave and immediately adjacent to the Marker Space.

**5.6 Size of Flowerbeds on Infant, Child or Cremation Lots or Graves:** Flowerbeds on children's, infant's, and cremation Lot or Graves must be planted in a bed appropriate to the size of the Lot or Grave.

**5.7 Designated No Planting Area:** The Cemetery reserves the right to dedicate areas as no planting areas within the Cemetery.

**5.8 Grading of Lots and Cutting Sod:** Only the Cemetery or contractors authorized by the Cemetery may cut or remove sod or soil or change the grading of a Lot or Grave or any surrounding area.

## **6.0 ARTICLES PLACED ON INTERMENT RIGHTS**

**6.1 General:** The Cemetery is committed to supporting a broad array of religious and ethnic preferences and diligent to create a respectful and dignified resting place for the multi-cultural communities that we serve. Permitted articles must be placed within the designated planting area of the Lot or Grave as defined in By-laws 5.2 – 5.8 respectively.

The Cemetery reserves the right to regulate the articles placed on Lot or Graves that pose a threat to the safety of all Interment Rights Holders, visitors to the Cemetery and Cemetery employees, prevent the Cemetery from performing general cemetery operations, or are not in keeping with the dignity and decorum of the Cemetery. Prohibited articles will be removed and disposed of without notification.

To assist Interment Rights Holder, the following is a sample of articles that are prohibited from being placed on Lots or Graves within the Cemetery:

- articles made of hazardous materials such as glass, ceramics, or corrosive metals;
- loose stones or sharp objects;
- trellises or arches;
- chairs or benches.

**6.2 Temporary Wooden Crosses:** will not be permitted as on Graves or Lots.

**6.3 Candles, Incense or Flammable Articles:** Lighted candles, incense, or other flammable articles may be placed on a Lot or Grave only when attended by an adult. Candle holders must be fully enclosed on all sides by means of a door or lid, and housed within a non-flammable, non-breakable container. Due to their hazardous nature, oil lamps are not permitted at any time. Lighted candles and incense must be extinguished prior to leaving the Lot or Grave.

Any damage caused by candles, incense or flammable articles is the direct and total responsibility of the Interment Rights Holder(s). The Cemetery does not assume any liability in this regard. The Cemetery may remove at its sole discretion, any such article and dispose of it without notification.

**6.4 Borders, Fences and Walls:** Plastic PVC edging installed not to exceed 10.16 cm (4 in) in height above the ground level, is permitted around the perimeter of a prescribed flowerbed as defined in By-laws 5.2 through 5.8 respectively.

In order to facilitate cemetery maintenance and operations, borders, curbs, coping, fences, railings, walls, ditches, hedges or other articles are not permitted to define the perimeter of a Lot or Grave or planting area, and will be removed and disposed of by the Cemetery without notification.

**6.5 Fresh Cut or Artificial Flowers:** Fresh cut or artificial flowers or potted plants must be placed in the designated planting area or in a non-breakable, non-corrosive flower vase adjacent to the memorial. Fresh cut or artificial flowers and potted plants that have become unsightly and empty flower vases that cannot be turned down into the ground in a receptacle will be removed and disposed of by the Cemetery without notification.

**6.6 Hanging Baskets:** Hanging baskets on non-corrosive metal rods are permitted on Lot or Graves provided they are adjacent to and over-hanging the memorial. Under no circumstances may a hanging basket overhang or infringe on an adjacent Lot or Grave. Hanging baskets that become unsightly will be removed and disposed of by the Cemetery without notification.

**6.7 Memorial Wreaths:** Wreaths may be placed in the Cemetery only between November 1st and March 31st of each year. In order to prepare the grounds for spring, wreaths must be removed prior to April 1st. Wreaths not removed by April 1<sup>st</sup> will be removed and disposed of by the Cemetery without notification.

**6.8 Responsibility for Articles:** Articles placed on Graves, Lots, Columbarium Niches, or Mausoleum Crypts are the sole responsibility of the Interment Rights Holder(s). The Cemetery is not responsible for the loss of or damage to any articles placed within the Cemetery. Articles left on Lots or Graves during the winter months are subject to deterioration and damage, and impede cemetery operations. It is recommended that Interment Rights Holders remove all articles and tokens of remembrance from the Lot or Grave during the winter months.

## **7 . 0 MAUSOLEUM CRYPTS**

**7.1** The St. Thomas Mausoleum is located at the St. Thomas Cemetery at 67 West Avenue, St. Thomas, Ontario. It is governed by a Board of Directors, and was established in 1919.

**7.2** Entombments will not be permitted unless an order is received from the owner of the crypt (or a funeral home acting on their behalf), or a proper representative in the event the owner is deceased.

**7.3** A proper certificate of death or cremation (Burial Permit) must accompany all bodies before entombment will take place.

**7.4** Crypts will be opened only by employees of the St. Thomas Cemetery Company and sealed by them after the entombment is complete.

**7.5** Procedure for entombment will be the same as procedure for interments with the St. Thomas Cemetery Company, as the necessary preparations and paperwork will be completed by the Cemetery (e.g. number of hours required, necessary paperwork)

**7.6** Owing to the limited space in front of each marble crypt, and to prevent staining or defacing of the marble, flowers, wreaths or designs made from natural flowers will be permitted to remain in the corridors only so long as they retain their freshness. Wreaths or designs made upon wire frames will not be permitted unless the wire has a suitable wax or plastic covering.

**7.7** Persons wishing to retain natural flowers should arrange for their removal immediately after the funeral services.

**7.8** Any vases, etc., left in the Mausoleum will be at the owner's risk, and may be removed by the officers in charge. The use of the Chapel for funeral services will be limited to one hour. The Cemetery Office is to be notified of the time when services will be desired and should be given at least twenty-four hours advance notice

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7.9 An inscription is permitted on the marble face plate of each crypt, giving the name, place and date of birth, place and date of death, emblems, and titles if desired. All inscriptions must be in black lettering.

### 8.0 COLUMBARIUM NICHES

**8.1 Payment:** Payment must be made to the Cemetery before an Entombment may take place.

**8.2 Sealing after Entombment:** Only the Cemetery may open and seal Niches for Entombments. This applies to the inside sealer and the Niche front.

**8.3 Niche Inscriptions and Adornments on Memorials Owned by the Cemetery:** To ensure quality control, desired uniformity and standard of workmanship, the Cemetery reserves the right to inscribe all niche fronts or where permitted install all bronze lettering, bronze plaques, bronze vases, bronze adornments, bronze emblems, and ceramic or photoplex pictures within bronze frames on niche fronts. Approved samples are on display at the Cemetery. Any unauthorized adornment or emblem will be removed and disposed of without notification and at the expense of the Interment Rights Holder(s). No persons other than employees of the company shall remove or alter niche fronts.

**8.4 Floral Tokens from Funeral Services:** Floral tokens from services may be placed in a designated area and will be removed and disposed of the same day.

**8.5 Floral Tokens in Outdoor Niches:** Artificial and fresh cut flowers in vases attached to Niches are permitted any time provided that they do not encroach on adjacent Niches. Artificial and fresh cut flowers that have become unsightly will be removed and disposed without notification.

**8.6 Articles not Permitted:** Pedestals, urns, candles, vesper lights, articles of a heavy or cumbersome character, musical greeting cards, and any articles placed on the floor or ground are deemed to be prohibited articles, and shall not be allowed on or in the general vicinity of the Niche. Prohibited articles will be removed and disposed without notification.

### 9.0 Soldier's Field (Memorial Plot at South Park)

**9.1 Burial of Interment Rights:** Application for interment in Soldier's Field of the Memorial Plot may be made by anyone who is or would qualify to become an Ordinary Member of the Royal Canadian Legion. Burial is limited to the Veteran and his/her spouse only.

**9.2 Planting Restrictions:** No trees, shrubs or any kind of a bush may be planted around the cross or the spousal flat marker. During the growing season (May to October) artificial flowers or artificial potted plants are NOT allowed. No wreaths will be allowed between April 1<sup>st</sup> or Easter Sunday (which ever comes first) and November 15<sup>th</sup>. Fresh flowers will be allowed during growing season, using the Memorial Plot containers, which are stored at the front by the Memorial Plot sign.

The throwing of rubbish on any part of the grounds is prohibited. Please use receptacles provided.

**9.3 Monument/Marker:** The veteran Memorial is to be either a DVA upright or a white marble cross depending on the Row of Interment Rights. The spousal is a flat gray granite marker at the foot of the grave is the only style permitted. The marker is to be of: Stanstead light gray granite, steeled finish face; side and bottom rack face pitched. See attached for dimensions

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9.4 **Foundations:** All foundations for the grave markers will be put in by the St. Thomas Cemetery Company.

9.5 **Borders, Fences & Walls:** No plot or grave will be defined by a fence, railing, coping, trees, shrubs, embankments, depression, lawn edging or other marks.

9.6 **Outer Containers:** Use of burial vaults is optional, except with double depth burials.

9.7 **Responsibility:** Any item not covered in the Soldier's Field Section will adhere to the Rules and Regulations of the St. Thomas Cemetery Company.

### 10.0 CONTRACTOR

**10.1 Contractor Pre-approval Required Before Working:** Any contract work to be performed within the Cemetery requires the written pre-approval of the Interment Rights Holder and the Cemetery before the work may begin. Pre-approval includes but is not limited to: landscaping, delivery of Monuments and Markers, inscriptions, designs, drawings, plans and detailed specifications relating to the work, proof of all applicable government approvals and permits, the location of the work to be performed. It is the responsibility of all Contractors to report to the Cemetery office and provide the necessary approvals before traveling to the Lot or Grave to perform the work.

**10.2 Permission to Perform Contract Work:** Contractors employed to erect a memorial, structure, complete landscaping, or to do any other work in the Cemetery shall report to the Cemetery office and provide to the Cemetery the written consent of the Interment Rights Holder(s) prior to commencing their work. Such consent shall designate the location of the Burial rights and the work to be performed. The Cemetery will provide the contractor with a temporary permit to complete the work which shall be prominently displayed in the front window of the contractor's vehicle. Contractors who begin work within the Cemetery without first obtaining all proper authorizations contained herein will be asked to leave the property.

**10.3 Compliance with Legislation:** Any person, firm, or corporation ("Contractors") performing any work in the Cemetery must comply with all applicable legislation including without limitation; Workers' Compensation, Occupational Health and Safety and Environmental Protection, and maintain general liability insurance of not less than \$3,000,000 ("Coverage"). Such Contractor shall provide written proof of such Coverage at the request of the Cemetery within 72 hours of a written request and prior to commencing any work within the Cemetery. Should a Contractor not be able to provide written proof of Coverage within the prescribed time limit, said Contractor shall be prohibited from completing any work within the Cemetery until written proof of Coverage has been provided to the Cemetery.

**10.4 Cemetery By-laws Apply:** All Cemetery By-laws apply to all Contractors and all work carried out by Contractors within the Cemetery grounds.

**10.5 Contractor's Liability:** Contractors will conduct their operations to prevent damage to any grounds, turf, shrubs, trees, flowerbeds, Monuments, Markers, vases, or any other article or natural feature in the Cemetery. Contractors shall lay planks on the Lots, Graves, and paths over which heavy materials are to be moved, in order to prevent damage. Any damage caused by Contractors shall be rectified by the Cemetery at the expense of the Contractors.

**10.6 Contractor Hours of Work:** Contractors will be permitted to complete their work during the following hours; 8:00 a.m. to 5:00 p.m. Monday through Friday, and 8:00 a.m. to 4:00 p.m. on

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Saturdays. Contractors are not permitted to work within the Cemetery during evenings, Sundays or statutory holidays. Contractors shall temporarily cease all operations if they are working within 15 metres of a funeral until the conclusion of the service. The Cemetery reserves the right to temporarily cease Contractor operations at their sole discretion if the noise of the work being performed by the Contractor is deemed to be a disturbance to any funeral or public gathering within the Cemetery.

**10.7 Contractor Attire and Conduct:** Contractors performing work within the Cemetery are responsible for their actions, conduct, behaviour, and attire. Shirts with sleeves, long pants and CSA approved safety boots must be worn at all times. Contractors who fail to comply with the required attire will be asked to leave the Cemetery grounds. Contractors must also adhere to and comply with the Cemetery's Code of Conduct.

**10.8 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 work or at the end of each workday. All work sites must be secured when left unattended.