

THE MUNICIPALITY OF SOUTH BRUCE

BY-LAW # 2016-31

BEING A BY-LAW TO REGULATE THE MAINTENANCE AND MANAGEMENT OF THE CULROSS & TEESWATER CEMETERY

WHEREAS *the Funeral, Burial and Cremation Services Act, 2002, c.33 (the "Act") and Section 150 of Ontario Regulation 30/11*, provides that the owner of a cemetery shall ensure that a cemetery is operated and complies with the Act;

AND WHEREAS the Corporation of the Municipality is the owner of the cemetery known as the Culross and Teeswater Cemetery, located at lot 19, concession 5 of the former Township of Culross, in the Municipality of South Bruce;

AND WHEREAS Operating By-laws of the Culross and Teeswater Cemetery have been prepared and approved by the Culross and Teeswater Cemetery board for the maintenance and care of the Cemetery:

AND WHEREAS it has been deemed necessary to adopt a By-law to provide direction for the maintenance and administration of cemetery operations;

NOW THEREFORE BE IT RESOLVED that the Municipality of South Bruce enacts as follows:

1. That the Mayor and Clerk are hereby authorized to sign and seal, this By-Law adopting Operating By-laws for the Culross and Teeswater Cemetery Board in the attached Schedule to this by-law;
2. That this by-law shall come into full force and effect upon approval by the Registrar, of the Cemeteries Regulations Unit, of the Ministry of Consumer Service;
3. That effect upon passing this by-law supersedes any previous by-law in regards to the maintenance or operations of the Culross and Teeswater Cemetery.

Read a first, second and third time and finally passed, signed and sealed this 22nd day of March, 2016.

Robert Buckle, Mayor

Leanne E. Martin, Clerk

SEAL

Original Signed

**OPERATING BY-LAWS
OF
CULROSS & TEESWATER CEMETERY**

**Authorized by By-law #2016-31 by the
CORPORATION OF THE MUNICIPALITY
OF SOUTH BRUCE**

*A copy of this By-Law must be given
to each purchaser of Interment Rights.*

Adopted by the Board of Directors
for the
Culross and Teeswater Cemetery

and

Approved by the Registrar,
Cemeteries Act (Revised),
Ministry of Consumer Services
Consumer Protection Branch
Cemeteries Regulation Unit

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By-Laws of the Culross and Teeswater Cemetery

This by-law is presented pursuant to the Funeral, Burial & Cremation Services Act, 2002 of Ontario. It has been approved by the Board of Directors for the Culross and Teeswater Cemetery, who are responsible for the oversight and administration of the “Culross and Teeswater Cemetery”, on behalf of the owner, the Municipality of South Bruce.

This by-law is intended to provide direction for the maintenance and administration of cemetery operations, and for the benefit and protection of each person who has purchased or otherwise has an interest in interment rights within Culross and Teeswater Cemetery, being part of Lot 19, Concession 5, Culross Township in the Municipality of South Bruce in the County of Bruce.

This by-law constitutes the policy and procedures of the Culross and Teeswater Cemetery, hereinafter simply referred to as “Cemetery”.

A) Definitions

Act: means the Funeral Burial and Cremation Services Act, 2002 (FBCA)

Burial: The opening and closing of an in-ground lot or plot for the disposition of human remains or cremated human remains.

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

Care and Maintenance Fund: It is a requirement under the FBCSA that a percentage of the purchase price of all Interment Rights, and set amounts for marker and monument installations is contributed into the Care and Maintenance Fund. Interest earned from this fund is used to provide care and maintenance of plots, lots, markers and monuments at the Cemetery.

Cemetery: the lands and properties known collectively as the Culross & Teeswater Cemetery, being part of Lot 19, on the Concession 5, of Culross Township, in the Municipality of South Bruce, in the County of Bruce.

Cemetery Superintendent or Administrator: means the person or persons duly authorized on behalf of the Board of Directors for the Culross and Teeswater Cemetery, to conduct the operations of the Cemetery.

Certificate of Interment Rights: means the certificate issued by the Cemetery to the purchaser of interment rights once the interment rights have been paid in full, identifying ownership of the interment rights.

Columbarium: means a building or structure used as a place for the interment of human remains in sealed crypts or compartments. Not available at the date of passing of bylaws.

Contract: means the contract for the provision of the Cemetery's supplies and services that must be signed by purchasers of interment rights.

Corner Posts: Shall mean any stone or other land markers set flush with the surface of the ground and used to indicate the location of a lot or plot.

Crypt: means an individual compartment in a mausoleum for the entombment of human remains that may be established in the future.

Grave: (also known as lot) means any in-ground burial space for the interment of a child, adult or cremated human remains and having a nominal size as follows:

- 97.8 cm (38.5 in) by 243.84 cm (96 in) in the old part and 106.68 cm (42in) x 304.8cm (120 in) in the new part of the Cemetery.
- any other sizes as may have been established by practice in other portions of the cemetery.

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 direct the associated memorialization.

Interment Right Holder: a person designated to hold the right to inter human remains in a specified lot.

Lot: means a single grave space.

Marker: means any monument, tombstone, plaque, headstone, cornerstone or other structure or ornament affixed to or intended to be affixed to a burial lot, mausoleum crypt, columbarium niche or other structure or place intended for the deposit of human remains.

For the purpose of this by-law, an Upright Marker shall be understood to mean any permanent memorial projecting more than 10 cm (4 in) above the ground.

- a. " Marker Die " is the portion of a flat or upright marker which is engraved.
- b. " Marker Base " is the portion of the upright marker which is below and supports the die and which is itself supported by the foundation.
- c. " Marker Foundation " is the concrete on which the "Marker Base" sits in an upright marker, and is below the die of a flat marker if it is installed.

Monument: Any permanent memorial projecting above the ground installed within the designated space to mark the location of a burial or lot.

Mortuary: A building where human remains are stored in the winter until ground conditions allow for burial.

Mausoleum: The Mausoleum in the Culross & Teeswater Cemetery is an external free-standing building constructed as a “mortuary ” for the holding of human remains until final burial takes place.

Niche: An individual compartment in a columbarium for the entombment of cremated human remains that may be established at the cemetery.

Plan: means the geographic sketch or plan of the cemetery, approved by the Ministry of Consumer Services for Ontario.

Plinth: is the base or platform upon which a column, pedestal, statue, monument or structure rests. In the Cemetery, it is usually placed under the “Marker” allowing for further names or information to be recorded at that grave site. Often used to record names of cremated family members buried in the family plot.

Public Register: Listing of interment or scattering right(s) holder and location of the lot or scattering to which the rights pertain

Regulation: Ontario Regulation 30/11, law text to govern the operation of cemeteries

Scattering Garden: an area that may be set aside for the scattering of cremated human remains. Note: A scattering Garden is not yet available.

Scattering Right: means the right to scatter cremated human remains in a specified lot or other designated area within the cemetery.

Schedule of Fees: means the fees and charges as set out from time to time by the Cemetery Board and approved by the Board of Directors for the Culross and Teeswater Cemetery. The current Schedule of Fees is attached as Appendix "A".

Transfer: means to make a gift, bequest or other transfer of an Interment Right without financial consideration. This transfer can only be done between a wife to husband or vice-versa; to a daughter/son; daughter-in-law/son-in-law; grandchildren. All other parties will be considered a third party, and subject to transfer fees.

B) General Information

The Culross & Teeswater Cemetery Board of Directors is made up of a group of six community minded volunteers, appointed at an annual general meeting and ratified by the council of the Municipality of South Bruce. The Board of Directors operates as a committee of the Council of the Municipality of South Bruce and is responsible for the oversight and administration of the “Culross and Teeswater Cemetery”, in accordance with all relevant legislation, on behalf of the owner, the Corporation of the Municipality of South Bruce.

1. Hours of Operation:

- a. Visitation to the cemetery – daylight hours
- b. Burial Hours: 8:30 am – 4:00 pm Monday to Friday, Special arrangements may and must be made for burials after 4:00 pm, Saturday, Sunday & Statutory Holiday.
- c. Office Hours: 8:30 am – 4:30 Monday to Friday, at the South Bruce Municipal Office, #21 Gordon Street East, Teeswater, On

2. General Conduct:

- a. The Cemetery Board reserves full and complete control and management of the land, buildings, plantings, roads, utilities, books and records of the Cemetery and complete authority to administer these by-laws in accordance with the Act.
- b. No person may damage, destroy, remove or deface any property within the Cemetery. The Cemetery Board disclaims all responsibility, and will not be held liable, for any loss or damage from causes beyond its control.
- c. All visitors should conduct themselves in a quiet manner that shall not disturb others or any service being held.
- d. The Cemetery Board shall take reasonable precautions to protect the property of Interment Right Holders but shall assume no liability or responsibility for the loss of, damage to, or any resulting injury from any article of any type that is placed or left on any Lot.

3. Barring of Pets:

Pets or Other Animals, including cremated animal remains are not allowed to be buried on cemetery grounds.

4. Right to Re-Survey:

The Cemetery has the right at any time to re-survey, enlarge, alter, re-plot, change or remove plantings, grade, pathways or roads or any part of the cemetery, subject to approval of the appropriate authorities.

5. Culross and Teeswater Memorial Service:

Is a service held annually on the last Sunday in June, at the Cemetery, weather permitting. Exception: The years when a major community gathering such as the homecoming reunion is held. During these years the service will be held in conjunction with the community events.

6. By Law Amendments:

- a. The Cemetery shall be governed by these bylaws and all procedures will comply with the Funeral Burial and Cremation Services Act, 2002 and Ontario Regulation 30/11, which may be amended periodically.
- b. By Law amendments shall be:
 - i. Published once in a newspaper with general circulation in the municipality;
 - ii. Conspicuously posted on a sign at the entrance of the cemetery; and
 - iii. Delivered to each supplier of markers who has delivered a marker to the cemetery during the previous year, if the amendment pertains to markers or their installation.

All by-laws and by-law amendments are subject to the approval of the Cemetery Board of Directors, the Council of the Municipality of South Bruce and the Registrar of the Cemeteries Regulation Unit.

7. Liability:

- a. Loss/Damage: 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.
- b. Errors: The Cemetery Board 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 Board may, at its sole discretion, 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 of such purchase. Notice will be given to the Interment Rights Holders by mailing said Notice by prepaid, first class mail to the Rights Holder or their legal representatives, at the last address of the rights holder recorded in the register of the Cemetery. In the event any such error may involve the disinterment of remains, the Cemetery Board shall first obtain the approval of any regulatory authority and the Interment Rights Holder, when possible.

8. Public Register:

- a. In accordance with Section 110 of Ontario Regulation 30/11, a public register will be available to the public during regular office hours.

- b. To ensure accuracy of the Register, no resale or transfers of any Interment Rights or any interest therein shall be binding upon the Cemetery Board, unless the required payment and documentation has been received and a new certificate of Interment rights has been issued.

C) Sale, Cancellation, Resale, and Transfer of Interment Rights

1. Sale of Interment Rights:

- a. Interment Rights may be purchased from the Cemetery Board at the rates, approved by the Cemetery Board of Directors and ratified by the Council of the Municipality of South Bruce, from time to time. The attached Schedule "A" is the current fee schedule for the cemetery.
- b. Purchasers of interment or scattering rights (when available) acquire only the right to direct the burial of human remains or the scattering of cremated human remains, the installation of monuments, markers and inscriptions, subject to conditions set out in the cemetery by-laws.
- c. No burial, entombment, scattering or installation of any monument, marker, inscription or memorial is permitted until the interment rights have been paid in full.
- d. An interment rights certificate, attached as Schedule C, will be issued to the interment rights holder(s) when payment has been made in full, along with a copy of a signed contract. A copy of the contract is attached as Schedule B.

2. Cancellation of Interment Rights within 30 Day Cooling-Off period:

- a. A purchaser has the right to cancel an interment or scattering rights contract within thirty (30) days of signing the interment or scattering rights contract, by providing written notice of the cancellation to the cemetery.
- b. The cemetery operator will refund all monies paid by the purchaser within thirty (30) days from the date of the request for cancellation.
- c. Written notice canceling the interment or scattering rights must be given to:
Attention: Secretary Treasurer
Culross & Teeswater Cemetery
P. O. Box 540
Teeswater, ON N0G 2S0

3. Cancellation of Interment or Scattering Rights after the 30 Day Cooling Off Period:

- a. Upon receiving written notice from the purchaser of the interment or scattering rights, the cemetery operator may cancel the contract and issue a refund to the purchaser for the amount paid for the rights less the appropriate amount that is required to be deposited into the Care and Maintenance Fund.
- b. The cemetery will refund the amount due within thirty (30) days of receiving the notice.
- c. If an interment rights certificate has been issued, the certificate must be returned to the Cemetery along with the written notice of cancellation.
- d. If any portion of the interment rights has been exercised, the purchaser, or the interment rights holder are not entitled to cancel the contract or resell the rights.

4. Resale or Transfer of Interment or Scattering Rights after the 30 day cooling off period:

- a. Unless the interment or scattering rights have been exercised, the purchaser has the right to cancel the contract, transfer, or re-sell the interment or scattering rights.
- b. Once the interment rights have been paid in full and an interment rights certificate has been issued, the interment rights holder(s), as recorded on the cemetery records, has the right to resell the interment rights.
- c. Any resale of interment right shall be in accordance with the cemetery bylaws and in keeping with the FBCSA.
- d. If any portion of the interment or scattering rights have been exercised, the purchaser or interment rights holder is not entitled to resell the rights.
- e. ALL REALES OR TRANSFERS OF INTERMENT OR SCATTERING RIGHTS (WHEN AVAILABLE) MUST BE CARRIED OUT THROUGH THE CEMETERY OPERATOR.

5. Care and Maintenance Fund Contributions:

- a. As required by Sections 166 and 168 of Regulation 30/11, a percentage of the purchase price of all interment rights and a prescribed amount for monuments and markers is contributed into a care and maintenance fund.
- b. Income from this fund is used to provide only general care and maintenance of the cemetery.

- c. Contributions to the Care and Maintenance fund are NOT refundable except during the 30 day cooling off period.

6. Procedures for Resale or Transfer of interment rights to a third party:

- a. The Cemetery Operator permits the interment or scattering rights holder to sell or transfer their interment rights or scattering rights to a third party, at no more than the current price listed on the approved fee schedule, as long as the sale or transfer is conducted through the cemetery operator and the purchaser meets the qualifications and requirements as outlined in the cemetery by-laws.
- b. The interment or scattering rights holder(s) intending to sell their rights shall provide the following documents to the cemetery operator:
 - i. An interment or scattering rights certificate endorsed by the current rights holder
 - ii. A written statement of the lots or scattering rights available for resale
 - iii. Other documents as necessary to confirm ownership of the interment or scattering rights.
- c. The third party purchaser will be provided with the following documents by the cemetery operator:
 - i. An interment or scattering rights certificate endorsed by the current rights holder;
 - ii. A copy of the cemetery's current by-laws;
 - iii. A copy of the cemetery's current fee schedule;
 - iv. A written statement of the number of lots that have been used in the plot and the number of lots that remain available (or if scattering rights are available, the number of scattering rights available)
 - v. Other documentation that may be available relating to rights.
- d. The cemetery operator will require:
 - i. A statement signed by the current rights holder(s) selling the interment or scattering rights acknowledging the sale to the third party purchaser;
 - ii. Confirmation that the person selling the interment or scattering rights is the person registered on the cemetery records or that they have the right to re-sell the rights;

In cases of Transfer by Will or bequest, the Cemetery Board reserves the right to require the production of a notarial copy of the Will or Certificate of Appointment of Estate Trustee or other evidence sufficient to prove ownership or authority to deal with the Interment Rights.

- iii. A date of transfer of the interment or scattering rights to the third party;
 - iv. The name and address of the third party purchaser(s);
 - v. Payment in full of the administration fee required to complete the transfer or re-sale of the rights.
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- e. Once the endorsed certificate and all required information has been received, the cemetery operator will issue a new interment or scattering rights certificate to the third party purchaser.
 - f. The third party purchaser shall then be considered the current rights holder of the interment or scattering rights associated with the resale or transfer.
 - g. The cemetery operator shall charge an administration fee for the issuance of a duplicate certificate in accordance with the fee listed on the cemetery operator's approved Schedule of Fees, which may be amended from time to time.
 - h. **Abandoned Rights:** Pursuant to the Act, any rights that are sold and not used for interment or scattering purposes after a twenty year period may be considered abandoned. The Cemetery Board may apply to the Registrar for a declaration that the Interment Rights are abandoned after making inquiries and giving reasonable notices to find the Interment Rights Holders or beneficiaries of the original Interment Rights Holder. Upon being satisfied 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 Board may resell the Interment Rights.

D) Burial or Scattering of Remains

Interment or scattering rights holder(s) must provide written authorization prior to a burial, scattering, or entombment taking place. Should the interment or scattering rights holder be deceased, or unable to provide written authorization, then authorization must be provided, in writing, by the person authorized to act on behalf of the interment rights holder i.e. Estate Trustee, Executor, next of kin, or personal representative.

1. A burial permit issued by the Registrar General or equivalent document showing that the death has been registered with the province must be provided prior to a burial, scattering or entombment taking place.
2. In accordance with the Act, the purchaser of interment or scatter rights must enter into a cemetery contract, providing such information as may be required for the completion of the contract and the public register prior to a burial, scattering or entombment taking place.
3. Payment of all fees associated with the burial or scattering must be made to the cemetery before a burial or scattering can take place.
4. The cemetery shall be given at least 48 hours advance notice, (16 hours of which must be normal hours of operation). The Cemetery Board is not responsible for having Lots prepared for funerals unless reasonable notice is given.
5. The opening and closing of graves, crypts and niches or the scattering of cremated remains may only be conducted by cemetery staff or those designated to work on behalf of the cemetery.
6. **Scattering of Cremated remains**
 - a. A scattering area may be designated at the cemetery for the scattering of cremated remains.
 - b. Cremated remains are not permitted to be scattered on a grave.
 - c. Once scattered, cremated remains cannot be retrieved.

7. Interments

- a. Interments shall take place only if weather and ground conditions permit in the judgment of the Cemetery Administrator. A cemetery employee or Board member must be in attendance at all interments.
- b. Spring interments of remains from the mausoleum will only be performed during standard Burial Hours – 8:30AM to 4:00 PM Monday to Friday.
- c. All remains that have been in the Mausoleum during the winter months, when the Cemetery is deemed closed, must be removed and interred by May 31st of the following spring.
- d. When Interment Rights for a Lot are co-owned by two or more persons, a Contract for interment will be accepted from either or any of them or their authorized representatives, and the Cemetery Board is authorized to deal with them as if they had the full, separate and distinct authority of a sole holder of Interment Rights.

- e. Designated areas of the Cemetery require the use of a vault. For areas not specifically designated as requiring a vault, the Cemetery still highly recommends that they be used. The Cemetery does not offer double depth interments.
- f. Only one casket burial shall be made in any single grave. However, cremated remains may be interred in the grave site after the initial burial is completed. A maximum of four cremated remains may be added to a single grave site. Burial of cremated remains in a companion urn will be considered as one opening on the grave site. The request for this must be approved by the Cemetery Superintendent and the remains will be delivered together in a companion urn not exceeding the maximum sizes as listed in section (f). A sur-charge as set out in the approved Schedule of Fees, from time to time for the extra paper work will be assessed to the rights holder. .
- g. No casket burial shall be allowed in a grave site that has had cremated remains previously interred in it
- h. The Cemetery will exercise all due care in performing burials and interments but is not responsible for damage to any casket, urn or other container sustained during either interment or disinterment.
- i. Cremated Remains to be buried in a Grave 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 standard acceptable size to permit burial within the Lot. Maximum sizes for cremation burial in the ground will be:
 - i. Length of 15.25" (inches)
 - ii. Width of 15.25" (inches)
 - iii. Height of 19.25" (inches)This will allow a standard cement, "cremation vault" to be placed in a lot for those wishing to use a vault. Most standard urns used today (either single or companion) will fit into these vaults.

8. Disinterment's:

- a. Human remains may be disinterred from a lot provided that the written consent (authorization) of the interment rights holds has been received by the cemetery operator and the prior notification of the medical officer health.
- b. A certificated from the local medical officer of health must be provided to the cemetery before the removal of casketed human remains may take place.
- c. A certificate from the local medical officer of health is not required for the removal of cremated remains.

- d. A burial certificate under the Vital Statistics Act is not required to re-inter human remains that have been disinterred in accordance with the Act and regulations.
- e. All disinterment's shall be in accordance with the Act and its regulations.

9. Extra charges: shall be applied in accordance with the approved Schedule of Fees, for:

- a) Interments - Opening and Closing of Graves (at need only)
- b) Disinterment's
- c) Burials after 4:00 pm
- d) Winter, Sunday, or Statutory Holiday burials
- f) Mortuary Rent
- g) Rental of Equipment/Supplies – lowering device, etc
- h) Administration Fee for Re-issue of Interment Rights Certificate
- i) Administration Fee for the burial of a second cremated remains within one opening, or in a companion urn, or within a casket.

E) Memorialization

1. General Information:

- a) No monument or other structure shall be erected or permitted on a Lot until all charges have been paid in full. Interment Rights Holders are required to keep in proper repair, at their own cost and to the satisfaction of the Cemetery Administrator, all Markers upon Lots with Interment Rights purchased prior to 1955.
- b) The Cemetery operator will take reasonable precaution to protect the property of Interment Rights Holders, but it assumes no liability for the loss of, or damage to, any Marker, or part thereof, except where such damage or loss is due to the negligence of the Cemetery employees.
- c) Minor scraping of the base portion of a Marker due to the grass mowing or trimming operation is considered by the Cemetery Board to be normal wear.
- d) The Cemetery Board reserves the right to determine the maximum size of monuments, their number and their location on each Lot or plot. They must not be of a size that it would interfere with any future interments.
- e) No monument, foot stone, marker or memorial of any kind shall be placed, moved, altered or removed without permission from the Cemetery Administrator. Markers are to be made of stone, marble or other permanent material as approved by the

Cemetery Administrator.

- f) Markers for installation will be accepted at the Cemetery during normal hours of operation.
- g) Markers will not be accepted from any monument dealer for storage during the winter months. Markers not accepted by the Cemetery operator for storage or immediate installation remain on cemetery property at the risk of the person ordering the Marker.
- h) Marker installation will be completed between April 30 and November 1 only.
- i) Candle holders and vases may constitute part of a Headstone Marker if they are made principally of bronze or stainless steel. If a translucent section is necessary, it must be made of an unbreakable, heat resistant glass or of a plastic material that is fire resistant. Candle holders are included in determining the overall size of the Marker; A maximum of two candles or vases may be placed on the base of a monument and must be centred on the ends of the base; A candle holder must be adequately drained to prevent any collection of water and candle holders must be fully enclosed on all sides by a door or lid.
- j) All photographs attached to any memorials or placed within the Cemetery grounds shall be the sole responsibility of the owner
- k) No inscription or design will be placed on any Marker that is not in keeping with the dignity and decorum of the Cemetery. In case of dispute, the Cemetery Board's ruling is final.
- m) No marker shall be delivered to the Cemetery without informing the Cemetery Administrator at least two days prior to the delivery. A mutually agreed to time for delivery must be made between the Cemetery Administrator and the marker company employee.
- n) Every person installing a Marker, or requesting a Marker to be installed in the Cemetery, shall pay the prescribed amount, as set out in the Act pursuant to the Act and Regulations, to the Care and Maintenance Fund. The interest earned from the Fund will be used to maintain the Markers in a safe condition.
- o) If in the sole opinion of the Cemetery Administrator, a Marker in the Cemetery presents a risk to public safety for whatever reason, the Cemetery Administrator shall do whatever is necessary by way of repairing, resetting or laying down the Marker to reduce or remove the risk.

2. Upright Marker:

- a) The maximum size of Upright Markers allowed on a grave plot is:
 - i) Single grave maximum width—61cm (24in)
 - ii) Two graves maximum width—122cm (48in)
 - iii) Four graves side by side maximum width—152cm (60in)
 - iv) Four graves back to back maximum width—122 cm (48in)
 - v) Maximum height of any Upright Marker—122cm (48in)
 - vi) If the upright marker and marker base are accumulatively higher than 122cm (48) all stones must be pinned to the foundation base for safety reasons. (2016)
- b) The maximum width of a base is controlled by the width of the plot or Lot where it will be installed. No base shall be closer than 20 cm (8 in) to the sides of the Lot on which it is to be installed in order to facilitate the placement of corner markers. No base shall be less than 35 cm (14 in) in width.
- c) The minimum thickness of a “marker die” shall be 15.24 cm (6 in).
- d) The die stones must be installed on a granite base. The height of the base shall be a minimum of 20 cm (8 in). The top surface of the base must be both wider and longer than the die in order to provide a minimum border of 5.08 cm (2 in) of the surface of the base exposed on all sides.
- e) All foundations for Upright Markers shall be installed by the Cemetery Administrator only and are at the expense of the Interment Rights Holder. Charges for the foundation cost are set, in the Schedule of Fees and Tariff Prices. (Appendix “A”)
- f) Foundations shall be no less than 122 cm (48 in) deep and shall extend 5 cm (2 in) on each side from the Marker base. All foundations shall be constructed between April 30 and November 1 only.

3. Flat Markers:

- a) Flat Markers and markers classified as “Pillow Markers”, must be placed on a Marker Foundation.
- b) Other considerations governing marker installation, are at the discretion of the Cemetery Administrator. Some of these are, but not limited to size, and quantity restrictions, as well as lot condition and location within the Cemetery, Size limits are:
 - i. single lot 61 cm x 91 cm (24 in by 36 in)
 - ii. double lot 91 cm x 122 cm (36 in x 48 in)
 - iii. infant lot 30 cm x 45 cm (12 in x 18 in)
 - iv. cremation marker 30 cm x 45 cm (12 in x 18 in)
 - v. foot marker 30 cm x 45 cm (12 in x 18 in)

- c) One Foot Marker may be placed at each grave in addition to the headstone. The Marker shall be placed at the foot of the Grave.
- d) Foot Markers are to be flat on top, not set in concrete and installed level with the ground so a lawnmower can pass safely over them. Foot Markers shall be set by the Cemetery, at the expense of the Interment Rights Holder, on payment of the fee set in the Schedule of Fees and Tariffs.
- e) The expenses for upkeep, and resetting of the foot marker is the responsibility of the family. It should be noted that any flat marker that is on the ground is subject to several problems. Some of these are:
 - i) the marker will sink and eventually they will go out of sight and be of no use.
 - ii) When set on the ground they are traveled over for general maintenance in the Cemetery, which exposes the marker to be chipped by the lawn mower if the ground makes the marker uneven.
 - iii) The marker may also be heaved and it may crack when driven over by Cemetery Equipment.
- f) The minimum thickness for all Flat Markers including Foot Markers is 10 cm (4 in).
- g) All Markers shall be constructed of bronze, granite or marble. The bottom bed of all bases and Markers shall be cut level and true.
- h) Corner Markers if requested and shall be set by the Cemetery Administrator . Cost is incorporated into the total purchase of the plot and expenses, as set forth in the approved Schedule of Fees.

F) Care & Planting

1) Care of Lots - General Information

- a) The grounds of the Cemetery shall be maintained by the Cemetery Administrator to ensure the safety of the public and preserve the dignity of the Cemetery.
- b) No person or contractor shall perform any installation or maintenance work upon a Lot without the knowledge and permission of the Cemetery Administrator. Interment Rights Holders desiring outside contractors or third parties to do work on a Lot must furnish the Cemetery with written authority and instruction for any third party activities. No person shall enter the Cemetery for these purposes without permission of the Cemetery Administrator.
- c) Due to hazards to visitors and workmen, no glass or ceramic containers of any kind are

allowed in the Cemetery at any time.

- d) The installation of borders, fences, railings, walls or hedges in or around any Lot is prohibited. Items included but not limited to nails, wires, wooden crosses, toys, loose stones, articles of glass, pottery or any other material shall not be used. Anything that may create a hazard to visitors and workers shall not be allowed in the Cemetery.
- e) No Interment Rights Holder shall change the grading of any Lot, and in case of any such change, the Cemetery Administrator may restore the Lot to its original grade at the expense of the Interment Rights Holder.
- f) No unauthorized person shall sod or move corner posts or Grave Markers.
- g) Implements or materials used in doing any work within the Cemetery shall not be left unattended and may be removed by the Cemetery Administrator if so found.

2) **Care of Lots – Flowers, Shrubs, Trees**

- a) Maintenance of any plant material growing on a Lot is the responsibility of the Interment Rights Holder.
- b) Subject to paragraph (c), compact shrubs, flowering or other plants may be cultivated on lots, but only such varieties that are in keeping with the general plan of the grounds and subject to the approval of the Cemetery Administrator. No trees or shrubs growing within any lot may be removed without the consent of the Cemetery Administrator.
- c) Compact shrubs are permitted only on Lots having a minimum of 45.72 cm (18 in) of space between the edge of the Marker and the Lot boundary. The diameter of such shrubs at their widest point, including all foliage, shall at no time exceed 45.72 cm (18 in) or encroach upon adjacent Lots. The Cemetery Administrator must approve all plantings.
- d) Anyone wishing to have a memorial tree planted in the Cemetery must have approval of the Cemetery Board. Variety, size, and availability of planting sites will all be considered before permission to plant is granted.
- e) If any trees or shrubs situated in any Lot have become by means of their roots or branches or any other way detrimental to the adjacent Lots, drains, roads or walks, or prejudicial to the general appearance of the grounds or inconvenient to the public or performance of any interment, the Cemetery may without notice or liability trim or remove such trees, shrubs or parts thereof at the expense of the Interment Rights Holder.
- f) Flowerbeds shall not be permitted to be established within the Cemetery.

- g) The Cemetery 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 preserve the dignity of the cemetery or to be in the Cemetery's best interest.
- h) Artificial flowers are permitted provided they are placed in spiked containers placed immediately adjacent to the headstone, and properly maintained and not detrimental to the general maintenance of the Cemetery. No decorations are permitted at the Foot Marker.
- i) Vases, urns and flower stands not properly cared for and not filled with plants by June 30 in any year may be removed from the Lot, and any stand, holder, vase or other receptacle for flowers, deemed unsightly or unsuitable may be prohibited or removed by the Cemetery Administrator.
- j) Potted plants and planters are permitted but must be placed immediately adjacent to the marker. Those who place potted plants or urns are responsible for their upkeep and must remove them by September 30, failing which the Cemetery Administrator will have them removed.
- k) Artificial wreaths without glass or plastic covers are allowed to be placed on the Lot after April 1, provided they are securely fastened to the monument, or where there is no monument, mounted on an appropriate stand securely anchored to the ground. All wreaths must be removed prior to October 30 each year. After October 30, the Cemetery Administrator will have them removed.
- l) Solar Lights placed near the marker, must be maintained, and kept in good physical and operational condition. Units that fall in to disrepair, or become weathered and cracked, will be removed by the Cemetery Administrator.

G) Rules for Visitors

- 1) Visitors are welcome at the Cemetery daily during daylight hours and are asked to remember the respect due to the interred. The Cemetery staff is empowered and required to preserve order and decorum in the Cemetery. Normal hours of operation for the Cemetery are Monday to Friday, between 9:00 A.M. and 4:00 P.M., excepting Statutory Holidays.
- 2) **NOTE:** Journalists, reporters, photographers, videographers, and other members of any of the news media are not permitted upon Cemetery property during any funeral proceeding, except with the express permission of the Trustees.

- 3) Any person disturbing the quiet and good order of the Cemetery by noise or other improper conduct or who violates this by-law may be expelled from the grounds.
- 4) Vehicles within the Cemetery shall be driven so as not to exceed a speed of 10 km/hr and shall not leave the roadways or park on the grass unless directed to do so by Cemetery staff.
- 5) No parades other than funeral processions shall be admitted to or be organized within the Cemetery.
- 6) No recreational all terrain vehicles or snowmobiles are allowed in the Cemetery.
- 7) Any person who, while in the Cemetery, damages or moves any turf, tree, plant, Marker, fence, structure or other thing usually erected, planted or placed in the Cemetery is liable to the Municipality of South Bruce 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.
- 8) No dogs or other pets shall be allowed in the Cemetery, except **Certified Service Dogs / Animals** required for assistance to a handicapped person.
- 9) 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 rubbish, weeds, decayed flowers, plants, etc.
- 10) No tips or gratuities are to be given to Cemetery workers by visitors or Interment Rights Holders, nor shall any Cemetery worker accept any.
- 11) The Cemetery Administrator may have any article removed that is detrimental to efficient maintenance or constitutes a hazard to machinery, employees or visitors, or is unsightly or does not conform to the natural beauty or design of the Cemetery. Any article removed will be held at the Cemetery for collection. If not collected, it will be disposed of after thirty days.

H) Rules for Monument Dealers, Contractors and Workers

1. No Upright Marker shall be delivered to the Cemetery until the Monument Dealer has notified the Cemetery Administrator and the marker foundation is complete, and the

monument supplier is ready to proceed with the placement of the marker on the marker foundation.

2. All companies, who do work in the Cemetery, shall meet the obligations of the Municipality's purchasing agreement, including requirements for worker and liability insurance coverage.
3. Contractors shall be under the supervision of the Cemetery Administrator and their conduct shall be subject to the control of the Cemetery Administrator. Contractors shall cease all work at the Cemetery Administrator's order for any reason and shall normally only supply services during the normal hours of operation.
4. No contractor or supplier of services shall cause damage to roadway or turf areas within the Cemetery and shall be responsible for placing planks or plywood in order to protect the surface from damage. Costs for reparation will be at the expense of the contractor, worker or supplier.
5. All implements and materials used in the performance of any work shall be placed as directed by the Cemetery Administrator, and all rubbish and surplus earth shall be removed when, and to where, and in such manner as the Cemetery Administrator may direct. In the event the Cemetery Administrator's directives are not followed, the obstructions may be removed at the contractor's, worker's or supplier's expense.
6. If any person or company desires to set an Upright or Flat Marker, they must make arrangements as to time of installation with the Cemetery Administrator. An employee of the Cemetery Board must supervise all work, and the installer shall pay to the Cemetery Board / Administrator the prescribed installation fee as established in the Schedule of Fees.

I) Gifts to the Cemetery

1. The Cemetery Board gratefully accepts donations of many kinds. All trees and structural gifts, such as benches, birdbaths and sundials, as donations or elements in a donated area, must be approved by the Cemetery Administrator, and become the property of the Cemetery. They cannot be removed, painted or adjusted in any way or form by individuals. They are located at the approval of the Cemetery Administrator, although every effort is made to accommodate the request of the donor. The donation is recognized for the lifetime of the plant or item.

2. From time to time lots or interment rights may have been purchased, but for whatever reason the owner or subsequent holder thereof has no further need of them, but does not wish them to be resold or used as a burial lot. In such cases, the Cemetery Administrator may determine a dollar value for a donation receipt and the area will be used for planting or other beautification purposes.

Appendix A

Culross & Teeswater Cemetery Fees

Fees will be charged in accordance with the Municipality of South Bruce Consolidated Fee By-law as amended.

Appendix B

CULROSS & TEESWATER CEMETERY

CONTRACT