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# Elmwood Cemetery

SCANNED

~ 1810 ~



## By-laws

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**Note:** These by-laws are the rules and regulations that govern Elmwood Cemetery and have been approved by the Registrar, *Funeral, Burial and Cremation Services Act, 2002 (FBCSA)*, *Bereavement Authority of Ontario (BAO)*, and empowers the Board of Directors of Elmwood Cemetery to administer these by-laws for the benefit of its Interment Rights Holders and the community which the Cemetery serves.

The information contained within these by-laws may be subject, from time to time, to amendments by the Board of Directors with the approval of the Registrar, FBCSA, BAO.

Board of Directors  
Elmwood Cemetery

## Mission Statement

Through our compassionate and caring staff our mission is to provide the highest level of competence and communication, while striving to exceed the expectations of each family we serve; before, during, and after the burial of a loved one.

### A) PREFACE

Elmwood Cemetery is located at 412 River Road, situated along the east side of the Moira River, north of Corbyville, on Concession 4, Lot 6 of Thurlow Ward in the City of Belleville, Ontario.

Rectangular in shape, with the southern edge at an angle, the Cemetery is 38 acres in area. Although the Cemetery does not run true north and south, the upper end is considered north.

Gilbert Reid set aside the original section in the northwest corner as a family burial site where three stones, now fenced for protection, can still be found, one being dated 1810. This area expanded and was eventually registered in December 1874 as a public cemetery.

The Elmwood Cemetery Board of Trustees oversees the compliance of the public with Cemetery By-laws. Elmwood is a full service public cemetery and is designated as a registered charity, No. 88360 0694 RR0001.

In 1998 a crematorium was built on the property and is operated as an independent business. Cremation information is available upon request.



## B) DEFINITIONS OF TERMS

**BAO:** Bereavement Authority of Ontario

**Burial / Interment:** The opening of a lot and then the placing of dead human remains or cremated human remains in that lot, followed by closing the lot. The lot may be a grave in the ground or a niche in a columbarium.

**Burial Permit:** The legal written acknowledgment document under the *Vital Statistics Act*, allowing for the interment or cremation of a deceased person.

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

**Care and Maintenance Fund:** It is a requirement under the *FBCSA* and *Ontario Regulations 30/11 and 184/12* (*O. Reg. 30/11 and 184/12*) that a prescribed amount or a percentage of the purchase price (excluding tax) of all interment and scattering rights sold, transferred, assigned or permitted; and prescribed amounts for monuments and markers, is contributed into the care and maintenance fund. When scattering rights are sold and scattering is permitted a prescribed amount must be contributed to the fund when the scattering is conducted. Interest earned from this fund is used to provide care and maintenance of lots, plots, markers and monuments at the Cemetery.

**cemetery:** The land set aside for the interment or inurnment of human remains and includes a columbarium, an “ash garden” or any other structure for the interment or preservation of human remains.

**Cemetery:** The Elmwood Cemetery.

**Cemetery services:** may include the following:

- the interment or inurnment of human remains.
- the disinterment of human remains.
- the setting of corner markers.
- the provision of grave dressings, lowering devices, and grave-side canopies.
- a memorial gift programme that exists for the beautification and development of the Cemetery.
- special recognition services.
- the issuing of official receipts for income tax purposes for charitable donations.
- common ground which is a designated area in the cemetery where cremated human remains are buried.
- scattering grounds.

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

**Columbarium:** A structure, for example, a niche wall, designed for the preservation of cremated human remains in secured compartments (niches).

**Contract:** For purposes of these by-laws, all purchases of interment rights, or other cemetery supplies and services must receive a copy of the contract they and the Superintendent have signed detailing the obligations of both parties, and acknowledging receipt and acceptance of the Cemetery by-laws, a copy of the Consumer Information Guide and Price List.

**Cremated Remains:** The remains of a deceased person reduced to ashes by a process of cremation.

**Cremation:** The process whereby fire reduces a deceased human body to an ash residue.

**Director:** A person elected to the Board by *Interment Rights Holders* at the annual general meeting (AGM) of the Interment Rights Holders.

**FBCSA:** Funeral, Burial and Cremation Services Act, 2002

**Interment:** The full body burial of human remains in a lot.

**Interment Right:** The right to require or direct the interment of human remains or cremated human remains in a lot or niche, and to authorize the installation of a monument or marker. In accordance with the Cemetery by-laws, no burial, entombment, scattering, or installation of any monument, marker, inscription or memorialization is permitted until the interment rights have been paid in full.

**Interment Rights Holder:** The person(s) authorized or entitled to inter human remains in a specified lot. They may be the person named in the Interment Rights Certificate or such other person to whom the rights have been assigned.

**Inurnment:** The burial of cremated remains in a lot or niche.

**Lot:** An area of land in a cemetery containing, or set aside to contain, human remains. For the purpose of these by-laws, a lot is usually a minimum of ten (10) feet by forty (40) inches.

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

**Monument:** An upright (above ground) memorial, constructed of stone, granite, marble or bronze material, installed within the designated lot(s) and may be used to indicate the location of a burial.

**Monument Care and Maintenance Fund:** Is a trust fund into which a percentage of the revenues are set aside from the sale of monuments and markers.

**Niche:** An individual secured compartment in a columbarium for the entombment of cremated human remains.

**Plot:** For the purpose of these by-laws, a plot means two or more lots in which the rights to inter have been sold as a unit.

**Scattering:** The process of scattering cremated human remains into a designated area set aside in the Cemetery.

**Superintendent:** The person(s) appointed by the Board to oversee and carry out the operation and maintenance of the Cemetery.



C) **ADMINISTRATION**

1. **Board of Directors**

The administrative body of Elmwood Cemetery consists of a Board of Directors who meet at least four (4) times annually, and more frequently upon the call of the Chairperson or any two of the Directors. The management and direction of the Cemetery are entrusted to the Board of Directors, which supervise the actual care and upkeep of the Cemetery performed by the Superintendent. The Board should have five (5) members; however, at most it may have up to ten (10). All vacant positions may be filled and re-appointments made at the annual meeting. All new members shall serve a probationary period of one year.

3. **Terms of Office**

Each director's position shall continue for a period of three (3) years, and could be renewable for the maximum of four (4) successive terms (i.e. 12 years).

4. **Chairperson and Vice-Chairperson**

The Directors shall appoint a Chairperson, a Vice-Chairperson, Committee Chairpersons, and required staff, following the annual meeting of the Interment Rights Holders, held each May.

5. **Office Manager/Treasurer, Certified Management Accounting (CMA)**

The Board shall appoint an Office Manager/Treasurer, and other staff as required. The Board shall also enlist the services of a CMA for annual financial reviews. For the purpose of an audit, a certified accountant would be required.

6. **Superintendent**

The Board may from time to time appoint Superintendent(s) to oversee and arrange all authorized maintenance and improvements to the Cemetery, attend to the ongoing sale of lots and all other matters pertaining to cemetery services, records, etc., in keeping with these by-laws and with the instructions of the Board.

7. **Annual General Meeting**

At the annual general meeting of the Cemetery's Interment Rights Holders, called and arranged for by the Board, the annual financial statement and the reports shall be presented. Time and opportunity shall be given for all in attendance to ask questions and raise concerns.

8. **Procedures**

The Office Manager/Treasurer shall record the minutes of all meetings, be responsible for all records and documents, handle all correspondence, and keep proper record of all financial transactions and regularly report to the Board of Directors.

10. **Disclaimer**

The Board disclaims all responsibility for loss or damage from causes beyond its control, and in particular, from damage caused by acts of nature, common enemy, thieves, vandals, strikers, explosions, accidents,

invasion, insurrections, riots, or order of any military or civil authority, whether such damage be direct or collateral. The Board shall take reasonable precautions to protect the property of Interment Rights Holders, however, it assumes no liability or responsibility for the loss of, or damage to any article of any type that is placed on any lot, plot, or monument or columbarium.

11. **Revenues**

All gross revenues are to be applied:

- for the general upkeep and improvement of the Cemetery grounds and buildings
- towards the clearing of additional lands when required
- to the Care and Maintenance Funds
- to the Board's licensing fee renewal
- and for the general office and administration

12. **Board Meetings**

Board meetings are open to limited presentations by any member of the public, including responsible Interment Rights Holders, otherwise, board meetings cannot be attended except through invitation.

13. **Notice to Interment Rights Holders**

All notices required to be given to Interment Rights Holders may be given personally to the Interment Rights Holders or may be mailed to the Interment Rights Holders or their legal representatives at their last post office address as recorded in the books of the Cemetery. It is the sole responsibility of all Interment Rights Holders to notify the Cemetery of any resident mailing address changes.

D) **GENERAL INFORMATION**

1. **Visitors**

Visitors are always welcome at the Cemetery. All are asked to respect the memory and burial sites of those who rest here and to have careful regard for all markers, monuments, shrubs and floral displays.

2. **Children**

Children, under twelve years of age, are not allowed inside the Cemetery except when accompanied by an adult who shall be responsible for them.

3. **Nuisance**

No person shall be or continue to be a nuisance in the Cemetery.

4. **Disturbances**

Any person(s) acting improperly, or breaking the law may be expelled from the grounds and/or may be prosecuted.



5. **Wilful Damage**

All wilful damage to any structure within the Cemetery will be pursued by the Board with zero tolerance to the full extent of the law.

6. **Damage to Trees, Plants, etc.**

Anyone who damages any tree, plant, sign, marker, monument, fence, structure or other item in the Cemetery is liable to the Board and any Interment Rights Holder who, as a result, incurs damage. The charges levied for such damages shall be the amount necessary to restore the Cemetery itself or the grave site.

7. **Hours of Darkness**

No person except a police officer, a member of the Board, or Cemetery staff, in performance of his/her duty shall be permitted to enter or remain in the Cemetery during the hours of darkness.

8. **Speed Limits**

Vehicles shall not be driven in the Cemetery at excessive speeds and should be limited to twenty (20) kilometres per hour and under no circumstances shall vehicles be permitted to leave the roadways provided.

9. **Parking**

Parking areas have been identified throughout the Cemetery.

10. **Garbage**

All trash, artificial flowers, used memorials, etc., are to be placed in the garbage receptacles provided throughout the Cemetery, and dead potted arrangements with soil are to be placed beside the garbage containers.

11. **Complaints**

Any person(s) having an occasion to make a complaint shall be done in person or in writing to the Superintendent.

12. **No Hunting**

Hunting is prohibited on cemetery grounds.

13. **Pets or Other Animals**

Household pets on leashes are permitted on the Cemetery grounds, and should be accompanied by a responsible adult who is required to clean up after them. Pets or other lower animals, including cremated animal remains, are not allowed to be buried or scattered on Cemetery grounds.

14. **By-Law Amendments**

The Cemetery shall be governed by these by-laws, and all procedures will comply with the FBCSA and O. Reg. 30/11 and 184/12, which may be amended periodically.

All by-law amendments must be:

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

All by-laws and by-law amendments are subject to the approval of the Registrar, FBCSA, BAO.

15. **Public Register**

Provincial legislation – Section 110 of O. Reg. 30/11 requires all cemeteries and crematoriums to maintain a public register that is available to the public during regular office hours or by appointment with the Superintendent.

16. **Right to Re-survey**

The Cemetery has the right at any time to re-survey, enlarge, diminish, re-plot, change or remove plantings, grade, close pathways or roads, alter in shape or size, or otherwise change all or any part of the Cemetery, subject to approval of the appropriate authorities.

**E) SALES/RESALE AND TRANSFER OF INTERMENT RIGHTS**

1. Requirements for resale of Interment Rights is permitted by the Superintendent.

- The Interment Rights Holder(s) who intends to sell their rights shall provide the following documents to the Superintendent so that he/she can be satisfied with the authority and identity of the seller, confirm the ownership of the rights and provide the third-party purchaser with the required certificate etc.:
  - An Interment Rights Certificate endorsed by the current rights holder.
  - If the resale involves interment rights, a written statement of the number of lots that have been used in the plot and the number of lots that remain available.
  - Any other documentation in the interment rights holder(s) possession relating to the rights.
- The third-party purchaser will be provided with the following documents by the Superintendent:
  - An interment rights certificate endorsed by the current rights holder.
  - A copy of the cemetery's current by-laws.
  - A copy of the cemetery's price list.
  - If the resale involves interment rights, a written statement of the number of lots that have been used in the plot and the number of lots that remain available.
  - Any other documentation in the interment rights holder(s) possession relating to the rights.
- The Superintendent will require:
  - A statement signed by the rights holder(s) selling the interment rights acknowledging the sale of the interment rights to the third-party purchaser.
  - A confirmation that the person selling the interment rights is the person registered on the Cemetery records and that they have the right to re-sell the interment rights.
  - Record the date of transfer of the interment rights to the third-party.
  - The name and address of the third-party purchaser(s).
  - A statement of any money owing to the Cemetery in respect to the interment rights.



- Once the endorsed certificate and required authorization and information has been received by the Cemetery from the rights holder(s), the Cemetery will issue a new interment rights certificate to the third-party purchaser.
- Upon the completion of the above listed procedures, and upon the issuance of the new interment rights certificate, the third-party purchaser or transferee(s) shall be considered the current interment rights holder(s) of the interment rights, and the resale or transfer of the interment rights shall be considered final in accordance with the Cemetery by-laws and the FBCSA.
- The Cemetery may charge an administration fee for the issuance of a duplicate certificate in accordance with the price listed on the Cemetery's current price list.
- The Superintendent does not prohibit the resale of interment rights. The resale price of an interment right shall not exceed the current price set by the cemetery.

2. **Notice Required**

An Interment Rights Holder shall not transfer Interment Rights other than through the Cemetery's office for a fee. Appropriate documents will be required for all Interment Right transfers.

3. **Intentions of the Deceased**

Where, in the case of death, the intentions of the deceased with respect to the Interment Rights are not specifically discussed in the will, the Board will recognize as owner that party listed as receiving the residue of the estate or that party designated to receive the Interment Rights in a signed agreement executed by the immediate heirs of the deceased.

4. **Documents to be Provided**

At the time that the Interment Rights are sold, the Superintendent shall provide each Interment Rights Holder(s) with a copy of;

- the Contract for the Purchase of Interment Rights,
- a copy of the Cemetery by-laws and,
- a Certificate of Interment Rights.
- a Price List

5. **Deemed Cancellation and Abandoned Lots**

Any interment contract for the purchase of Interment Rights shall be deemed to be cancelled if the Cemetery has reasonable grounds to believe that the Interment Rights Holder has or would have reached the age of one hundred and twenty (120) years, and if the Board is unable, after making reasonable enquiries, to determine whether or not the Interment Rights Holders, or a designated beneficiary under his or her will is alive. For abandoned lots and plots an application to the Registrar, BAO for permission to declare publicly the lot/plot abandoned and, after receiving appropriate authorization from the BAO such Interment Rights may be resold.

6. **Cemetery Resale**

The Cemetery does not repurchase interment rights.



7. **Refunds within Thirty (30) Days**

If the Cemetery receives notice that a Contract for the Purchase Interment Rights is to be cancelled within thirty (30) days after it is sold, the Board shall refund to the purchaser all money received under the contract, within thirty (30) days after receiving such notice.

8. **Refunds Past Thirty (30) Days**

If the Cemetery receives written notice that a Contract for the Purchase of Interment Rights is to be cancelled more than thirty (30) days after the purchase, the Cemetery shall retain any monies that have been placed in the General Care and Maintenance Fund. This provision shall apply to all purchases and sales of Interment Rights, including those made prior to the enactment of the current FBCSA.

9. **No Refund if Interment Rights Exercised**

No refund will be made if the Interment Rights in a given lot have been exercised.

10. **Payment**

Interment Rights must be paid for by cash, cheque, Visa or MasterCard, at such prices as may be determined by the Board.

11. **Obligation to Social Services**

If there is available space in the Cemetery, the Cemetery is obligated to provide upon receiving written instructions from a social services administrator, a lot plus the cemetery services. For these rights and services, the Board shall receive full payment.

F) **INTERMENTS OR SCATTERING OF CREMATED RIGHTS**

1. **Interment Rights**

Interment Rights for a lot shall permit the interment of up to five human remains, only one of which may be a full burial adult body. The other four human remains may be cremated remains or the body of an infant together with three cremated remains.

2. **Instructions**

When Interment Rights are held by more than one person, it will be sufficient if a request be received from one, both, or all, or their successors, for an interment.

3. **Disinterments**

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

In special circumstances, the removal of human remains may also be ordered by certain public officials without the consent of the interment rights holder and/or next of kin.

4. **Charges for Disinterments**

Persons ordering disinterments shall be responsible for all charges incurred. Certain legalities apply.

5. **Payment in Full**

Prior to any interment, Interment Rights for the lot must have been paid for in full. In addition, a Burial or Cremation Permit, a licensing fee and full payment for all additional cemetery services shall be in possession of the Superintendent. The current tariff of operating charges shall be made available to the public upon request.

6. **Minimum Notice Required**

A minimum of thirty-six (36) hours' notice of the desired date and time for an interment shall be given.

7. **Interment Hours**

Regular hours for interments shall be established. Interment beyond these hours shall entail overtime operating charges. These, as well as the regular interment fees, shall be collected by the Cemetery.

8. **Procession Routes**

Funeral processions through the Cemetery shall follow the route directed by the Superintendent.

9. **Superintendent to Attend Interments**

The Superintendent or his or her representative shall attend each interment or inurnment.

10. **Winter Interments/Inurnments**

Winter interments/inurnments are normally permitted, but will be at the discretion of the Superintendent. In the event of extreme weather conditions extra burial charges may be required.

11. **Scattered Cremated Remains**

Once scattered, cremated human remains cannot be retrieved.

12. **Containers**

Remains which are to be buried in a grave must be enclosed and sealed securely in a container of sufficient strength to permit burial with the container remaining intact. The container must be of a size to permit burial within the confines of the lot. Only interment containers of a size and construction acceptable to the Cemetery shall be permitted.

13. **Minimum Depth**

Due to the instability of the sandy soil, the top of any interment container shall be 0.9144 metres (3.0 feet) below the surface for safety reasons and (2.0 feet) for inurnments.

14. **Cemetery Not Responsible for Damage**

The Cemetery will exercise all due care during interments but is not responsible for damage sustained to any casket, urn or other interment container.

15. **Correction and Errors**

The Cemetery reserves the right to correct any errors that may be made in making interments, disinterments or removals, or in the description, transfer, or conveyance of any Interment Rights, either by cancelling such conveyance and substituting and conveying in lieu thereof other Interment Rights of equal value and similar location as far as possible. In the event the error shall involve the interment of the remains of any person in such property, the Interment Rights Holder of said property shall be notified and permission to correct the error shall be obtained.

16. **Arrangements by Telephone**

The Cemetery shall not be responsible for any errors made during arrangements for cemetery services which are made by telephone. Arrangements must be confirmed by fax or E-mail.

**G) MEMORIALIZATION**

1. **Erection of Monuments**

The Interment Rights Holder is encouraged, upon the issue of an Interment Right Certificate and at his or her own expense, to erect suitable monuments (i.e. cornerstones, monuments) under the direction of the Superintendent. In order to maintain the accuracy of location, cornerstones shall be installed only by the Cemetery staff. The installation of all other markers must also be performed by the Cemetery staff or, where appropriate, by contractors who have been duly authorized to conduct such work within the Cemetery by the Board.

2. **Cornerstones Dimensions**

Cornerstones must be not less than ten (10) centimetres (4 inches) nor more than fifteen (15) centimetres (6 inches) deep, shall have a smooth upper surface and shall not project above the ground level.

3. **Materials**

All permanent markers must be of stone, granite, marble, or bronze.



4. **No Glass, Crockery, Plastic or Wood**

No items made in whole or in part of glass, plastic, metal or crockery are permitted on graves or monuments or, to be left anywhere in cemetery. No wooden ornaments, or signs, are permitted on graves or monuments or, anywhere in the cemetery.

5. **One Monument per Lot / Plot**

To facilitate the maintenance of the grounds and the transportation of caskets to grave sites, no more than one upright monument shall be erected on one lot or plot.

6. **Monument Dimensions**

Only monuments up to 1.22 metres (4 feet) in height are permitted. No monument shall not exceed three-quarters (3/4) of the width of the lot or plot on which it is erected.

7. **Foundation Dimensions**

Foundations for monuments shall extend a minimum of 5.4 centimetres (2 inches) beyond all four sides of the base of the monument and shall extend into the ground not less than 1.22 metres (4 feet). A minimum of seven (7) days shall elapse following the pouring of a foundation before the marker shall be installed.

8. **Locations**

The monument must be placed in accordance with the orientation of the interment section.

9. **Ancillary Materials**

Stands, posts, supports or brackets of any material displaying initials or words may not be placed on any grave site within the Cemetery.

10. **Floral Stands**

Floral stands are to be of a single-leg support type and may not exceed 1.22 metres (4 feet) in height and no more than one stand shall be permitted per plot. The arms of any floral stand must not project into the maintenance area. Any stands which are not in compliance with these by-laws may be removed and disposed of by the Cemetery staff.

11. **Ground Level Containers**

Ground level containers are not permitted.

12. **Floral Tributes Removed**

Floral tributes left on a grave at the time of burial shall be removed within ten (10) days thereafter under the direction of the Superintendent.

13. **Shrubs and Ornamental Trees**

Ornamental or dwarf trees, shrubs, and plantings on grave sites are not permitted. Contact the office for other options available for memorialization.

14. **Shrubs and Plants to be Maintained**

All grandfathered shrubs on grave sites shall be maintained solely by Interment Rights Holder. Such maintenance includes pruning to limit height of trees to 1.22 metres (4 feet) and laterally to within the boundaries of the Rights Holder's lot. Failure to meet these criteria set out in these by-laws will result in the shrubs being removed at the direction of the Superintendent. All decisions of the Superintendent while working under the authority/direction of the Board are final. Any extraordinary costs associated with ensuring compliance with these by-laws may be charged to the Interment Rights Holder.

15. **Displays to be Removed**

Natural or artificial memorial displays placed on or at grave sites will be removed by the staff when their appearance no longer honours the grave site or cemetery.

16. **Board to Order Removal of Objects, Structures, Inscriptions, etc.**

If any monument, structure, or inscription has been placed in or upon any lot or plot, which is not in keeping with the dignity and decorum of the Cemetery, the Board may order the removal of such object(s), if the Interment Rights Holder has failed to do so after one week's notice.

17. **Superintendent's Permission Required**

No monument or marker shall be placed, moved, altered, or removed without the written permission of the Superintendent.

18. **No Candle Holders or Vases**

No candle holders or vases are permitted to be placed on grave sites unless approved by the Superintendent for special cemetery event days.

19. **Dangerous Markers or Monuments**

If, for whatever reason, a marker or monument presents a danger to the public, the Board shall do whatever is necessary by way of repairing, resetting, or laying down the marker to remove the risk. Any costs associated with this procedure may be charged to the Interment Rights Holder.

20. **Minor Scraping of Markers**

Minor scraping of the base portions of monuments and markers due to Cemetery maintenance operations is considered by the Cemetery to be normal wear.

21. **Liability for Markers or Monuments**

The Cemetery shall take reasonable precautions to protect the property of the Interment Rights Holders, but assumes no liability whatsoever for the loss of or damage to any marker/monument or part thereof, placed on or near the marker/monument.

23. **No Floral displays on or Attached to the Columbarium**

Floral displays shall not be placed on the columbarium.

## H) CARE OF LOTS

### 1. **Prior Approval Required**

No person may do any work within the Cemetery without the prior approval and permission of the Superintendent in conjunction with the Board of Directors.

### 2. **Removal of Trees, Shrubs, etc.**

If any trees or shrubs situated on any lot shall have become prejudicial to the general appearance of the Cemetery, an inconvenience to the public, a detriment to other lots within the Cemetery or to the drains, roads or walks located within or adjacent to the Cemetery, the Cemetery may remove such trees, shrubs, or any parts thereof. Any costs associated with the enforcement of this section may be charged to the Interment Rights Holder.

### 3. **Borders, Fences, etc. Prohibited**

All borders, fences, railings, walls, cut-stone coping and hedges in and around lots are prohibited.

### 4. **Materials to be Removed**

Implements or materials used in doing any work within the Cemetery shall be removed without delay, and if this is not done, the Superintendent shall remove and dispose of the same.

### 5. **Grading, Drainage**

No Interment Rights Holder shall change the grading of his/her lot nor affect the drainage system of the Cemetery in any other way. In the case of such a change, the Board may order the restoration of the lot to its original grade and the expense for doing so will be charged to the Interment Rights Holder.

## I) OPERATIONS

### 1. **Marker Work**

Notice must be given to the Superintendent at least forty-eight (48) hours before any marker/monument work is brought into the Cemetery for erection.

### 2. **Work Persons**

The work of the erection of marker/monuments, etc. must be completed to the satisfaction of the Superintendent.

### 3. **Protections of Grounds**

Heavy planks shall be placed on lots over which heavy loads are to be moved.

### 4. **Heavy Loads**

Heavy loads will not be allowed to enter the Cemetery where damage to the roads could result.



J) **GENERAL CARE AND MAINTENANCE FUND**

1. **Fund to be Established**

A Care and Maintenance Fund shall be established in accordance with the *FBCSA* and *O. Reg. 30/11 and 184/12*. A prescribed amount or a percentage of the purchase price (excluding tax) of all interment and scattering rights sold; and prescribed amounts for monuments and markers is contributed into the care and maintenance fund. If no scattering rights are sold but scattering is permitted a prescribed amount must be contributed to the fund when the scattering is conducted. Interest earned from this fund is used to provide care and maintenance of lots, plots, markers and monuments at the cemetery. Contributions to the care and maintenance fund are not refundable except when interment or scattering rights are cancelled within the 30-day cooling off period. The investments from this fund are managed by a registered trustee. A fee for this service is deducted from the Cemetery's income from these funds.

2. **Lots and Plots Covered by Fund**

All new lots and plots are covered by the care and maintenance fund. Since older plots may not be covered by this plan, the Board invites all non-perpetual care owners to discuss the matter of maintenance with the Superintendent.

3. **Older Lots and Markers**

The Board may charge Interment Rights Holder, for the maintenance of lots and markers which were sold before 1955, if there were no funds collected for that purpose.

4. **Money to be Forwarded to Trustee**

The designated money set aside for the Care and Maintenance Fund must be forwarded to the fund trustee no later than sixty (60) days and no earlier than thirty (30) days following the receipt of these funds by the Office Manager.

K) **MONUMENT CARE AND MAINTENANCE FUND**

1. **Purpose**

Unlike the net income from the General Care Maintenance Fund, the interest from the Monument Care and Maintenance Fund is directed only to maintain, stabilize, secure and preserve markers in the cemetery. The monies for this fund are derived from charges paid by persons installing markers, based on the size of the marker/monument.

L) **CONTRACTOR/MONUMENT DEALER BY-LAWS**

Any contract work to be performed within the Cemetery requires the written pre-approval of the interment rights holder and the Superintendent 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 commencing work at any location on the Cemetery property.

Prior to the start of any said work, contractors must provide proof of: (any or all may apply)

1. WSIB coverage
  2. Occupational Health and Safety compliance standards
  3. Environmental Protection
  4. WHMIS
  5. Evidence of liability insurance of not less than \$2 million
- All Cemetery by-laws apply to all contractors and all work carried out by contractors with the Cemetery grounds.
  - Contractors, monument dealers and suppliers shall not enter the Cemetery in the evening, weekends or statutory holidays, unless approval has been granted by the Superintendent.
  - No work will be performed at the Cemetery except during the regular business hours of the Cemetery.
  - Contractors shall temporarily cease all operations if they are working within 100 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.
  - Contractors, monument dealers and suppliers shall lay wooden planks on the burial lots and paths over which heavy materials are to be moved to protect the surface from damage.
  - At the discretion of the Board of Directors some contractors hired by the Cemetery can sign a waiver of liability (Annex 1).

<b>BAO</b> BEREAVEMENT AUTHORITY OF ONTARIO	
L'AUTORITÉ DES SERVICES FUNÉRAIRES ET CIMETIÈRES DE L'ONTARIO	
<b>APPROVED</b>	<b>APPROUVÉ</b>
In accordance with the <i>Funeral, Burial and Cremation Services Act,</i> 2002	Conformément à la Loi de 2002 sur les services funéraires et les services d'enterrement et de crémation
Date of Approval/ Date de l'approbation	September 13, 2019
File/Licence No. Numéro de Fiche/Permis	3277364 01476
By/ Par	Cary Smith

# ANNEX 1

## Waiver of Liability

I, \_\_\_\_\_ of Elmwood Cemetery, absolve the Board of Directors and staff of the Cemetery of any liability for property damage or personal injury during the performance of my duties outlined in my Contract dated \_\_\_\_\_, 20\_\_\_\_. This waiver replaces item 2 of the Contract which was deleted by me.

*2: The contractor shall maintain full public liability, property and personnel disability insurance covering themselves and employees and work in the event of any damage to Cemetery property. If no proof of insurance is provided, the signature below signifies that the contractor waives the Cemetery and its Board of Directors of any and all liability. The contractor is responsible for all and any damages incurred by him/her or an employee of the contractor to any property on the Cemetery grounds.*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chairperson

