

BY-LAWS OF

**ST. LAWRENCE VALLEY CEMETERY
CORPORATION**

- Est. 1957 -

*A Member of the Ontario Association of Cemetery
and Funeral Professionals (OACFP)*



Civic No. 15570 County Road 2
R.R. #3
Ingleside, Ontario K0C 1M0

Mailing Address:
P.O. Box 776
Long Sault, Ontario
K0C 1P0

Phone - (613) 534-2915
Fax - (613) 534-8477
Email - lawrencevalley@bellnet.ca
www.stlawrencevalleycemetery.ca

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PREFACE

The Board of Directors of St. Lawrence Valley Cemetery Corporation, in the discharge of its responsibilities, appeals to the Rights Holders, visitors and contractors for assistance in following these By-Laws, which have been adopted for the improvement and upkeep of St. Lawrence Valley Cemetery and to keep it a becoming and respectful place for the interment of the deceased.

St. Lawrence Valley Cemetery Corporation is an “all-denominational, not-for-profit, charitable organization”, licensed to act as a cemetery and is not affiliated with any other cemetery, funeral home, crematorium, religious affiliation, municipal or government agency.

These By-Laws are the rules and regulations that govern St. Lawrence Valley Cemetery and have been approved by the Registrar, Funeral, Burial and Cremation Services Act, 2002 (FBCSA), Bereavement Authority of Ontario (BAO)

It is the hope of the Board of Directors that, by a co-operative effort, St. Lawrence Valley Cemetery can be kept in an attractive and peaceful state.

A) DEFINITIONS

1. **“Cemetery”** means St. Lawrence Valley Cemetery located at Civic Number 15570, County Road 2 , R.R. #3, Ingleside, Ontario K0C 1M0.
2. **“Cemetery Operator”** means the corporation known as St. Lawrence Valley Cemetery Corporation with office mailing address of P.O. Box 776, Long Sault, Ontario K0C 1P0.
3. **“Cemetery By-Laws”** mean the rules and regulations under which the Cemetery operates.
4. **“Ministry”** means the Ministry of Public and Business Service Delivery.
5. **“Administration Office”** means the office of the Administrator of the Cemetery located within the Cemetery grounds.
6. **“Administrator”** is the person employed by the Board of Directors as Administrator of the Cemetery and who also acts as the appointed Secretary-Treasurer of the Board.
7. **“Groundskeeper”** means the person hired by the Board of Directors as caretaker of the Cemetery.
8. **“Lot”** (also known as “grave”) is one burial space intended for the interment of one casket and up to two cremated remains or, without a casket, up to three cremated remains.
9. **“Interment”** (also known as “burial”) means the opening and closing of a lot or niche for the disposition of either a casket or cremated remains.
10. **“Cremated Remains”** means cremated human remains contained in a container which can be referred to as an urn.
11. **“Plot”** is two or more lots together also known as a “family plot”.
12. **“Cremation Garden Lot”** means a specific burial space intended for the interment of not more than two (2) cremated remains.
13. **“Columbarium”** means a structure designed for the interment of cremated remains in sealed individual compartments.
14. **“Niche”** means a sealed individual compartment in a columbarium for the interment of cremated remains.

15. **"Interment Rights"** means the right to require or direct the interment of a casket or cremated remains, in a lot or niche and direct the associated memorialization.
16. **"Interment Rights Holder"** means the person designated to hold the right to authorize interment of a casket or cremated remains in a specified lot or niche and who has the right to direct the associated memorialization for the lot or niche.
17. **"Interment Rights Certificate"** means the document issued by the Cemetery Operator to the Purchaser once the interment rights have been paid in full, identifying ownership of the interment rights to either a lot or niche.
18. **"Contract"** means the document which is signed by the Cemetery Operator and the Purchaser outlining the obligations of both parties and acceptance of the Cemetery By-Laws.
19. **"Plan"** means the master plan of the Cemetery.
20. **"Care & Maintenance Fund"** - it is the requirement under the Funeral, Burial and Cremation Services Act (FBCSA) that a percentage of the purchase price of all interment rights, and set amounts for marker and monument installations, be contributed into the Care and Maintenance Fund. Interest earned from this fund is used to provide care and maintenance of lots, plots, niches and markers and monument foundations at the Cemetery.
21. **"General Maintenance Account"** means the account that has been set aside for maintenance of the Cemetery and for services rendered in connection with its operation.
22. **"Trust Funds"** means those funds for prepaid supplies and services deposited by the Cemetery Operator on behalf of the Purchaser under the Cemetery contract, in accordance with the FBCSA.
23. **"Cemetery Price List"** (also known as "Tariff of Fees") means the fee structure determined by the Board of Directors for each service provided to the public by the Cemetery which is subject to review from time to time at the discretion of the Board of Directors.
24. **"Monument"** means any permanent memorial structure projecting above ground level installed at the head of the grave containing the die (or inscription portion) and base of the monument.
25. **"Niche Monument"** means any permanent memorial structure projecting above ground level installed at the head of the grave containing one or more niche compartments to hold cremated remains.
26. **"Flat Marker"** means any permanent memorial structure that is set flush at ground level at the foot of the grave or projecting above ground level installed at the head of the grave.
27. **"Corner Marker"** means any stone or other land marker set at ground level that is used to indicate the location of the corners of a lot or plot.
28. **"Foundation"** means the concrete pad installed or constructed by the Cemetery Operator which is level with ground surface.
29. **"Scattering"** shall mean the act of spreading cremated remains over a designated area within a cemetery. (**Kindly Note** - St. Lawrence Valley Cemetery does not presently offer scattering rights or conduct scattering of cremated human remains).

B) HOURS OF OPERATION: Grounds Visitation Hours - Open year-round, Monday to Sunday from sun-up to sun-down including the Cemetery gates.

Interment Seasons (Days and Hours Conducted) - April 1st to October 31st - Monday to Friday - 9:00am to 3:00pm. After 3:00pm, late charges apply. Saturdays until 1:00pm (surcharge applies). November 1st to March 31st (Off-Season) - on discretion of the Cemetery Operator, weather permitting (surcharges apply). See Sections N-1 and Y regarding Storage Vault Regulations. **Kindly Note** - Interments are not conducted on Sundays or Statutory Holidays unless the Cemetery Operator is ordered to do so by the Ministry of Health subject to the applicable surcharges. Please refer to the Cemetery Price List for a list of all fees and surcharges that apply.

C) ADMINISTRATION

1. The Cemetery Operator reserves full and complete control over the Cemetery operations and management of the land, buildings, planting, roads, utilities, books and records of the Cemetery and complete authority to administer these By-Laws.
2. Management and direction of the Cemetery are entrusted to an appointed or elected Board of Directors who, without remuneration, supervise the care and upkeep done by the Administrator and the Groundskeeper. A Board Member must be an Internment Rights Holder. The Board shall have a maximum of nine (9) members of which five (5) will constitute a quorum.
3. The Board shall meet at the call of the Chairman of the Board of Directors. An annual meeting shall be held no later than April 30th of each year to set fees and resolve matters regarding the Cemetery upkeep and maintenance, to elect the Chairman and other officers and directors as necessary for the ensuing year and to consider the Auditor's Report.
4. The Administrator (Secretary-Treasurer) shall record the minutes of the meetings and the resolutions adopted, have care of all records and documents, conduct all correspondence and shall keep a proper record of all financial transactions as they pertain to the Cemetery operations.
5. The Groundskeeper shall be responsible for general maintenance of the grounds, building and equipment, maintain the Cemetery vehicles and conduct all interments and dis-interments.
6. The Cemetery Operator does not conduct scattering of cremated human remains or have provision for scattering rights.
7. Contracts for the purchase of interment rights, supplies and services cannot be entered into online but must be made by contacting the Administrator by telephone or in person at the Cemetery Administration Office.
8. Payment Terms by Rights Holders - All contracts for interment rights, supplies and services are to be paid in full upon receipt and prior to interments taking place or supplies and services provided by the Cemetery Operator.
9. Public Registrar - Provincial legislation - Section 110 of Ontario Regulation 30/11 requires all cemeteries to maintain a public register that is available to the public during regular office hours.
10. Pets or Other Animals - Pets or other lower animals, including cremated animal remains, are not permitted to be buried on the Cemetery grounds.
11. 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 grounds and property, subject to approval of the appropriate authorities where applicable.

D) BY-LAW AMENDMENTS

The Cemetery and Cemetery Operator shall be governed by these By-Laws and all procedures will comply with the Funeral, Burial and Cremation Services Act, 2002 and Ontario Regulation 30/11 which may be amended periodically.

All by-law amendments must be:

- a) published once in a newspaper with general circulation in the locality where the Cemetery is located
- b) conspicuously posted on a sign at the entrance of the Cemetery; and
- c) delivered to each supplier of markers who has delivered a marker to the Cemetery during the previous year, if the by-law or by-law amendment pertains to markers or their installation.

All by-law and by-law amendments are subject to the approval of the Registrar, Funeral, Burial and Cremation Services Act, 2002. (FBCSA)

E) CEMETERY LIABILITY

1. The Cemetery shall take reasonable precautions to protect the property of Interment Rights Holders but they assume no liability or responsibility for the loss of or damage to any article of any type that is placed on any lot, plot or niche.
2. The Cemetery Operator reserves the right to prohibit anyone from altering or removing Memorial Benches, plaques, monuments, markers and like memorials, plantings, flowers and trees.
3. The Cemetery Operator will only be responsible for the replacement of Memorial Trees up to a period of five (5) years, after which time, the Rights Holder shall have the option of instructing the Cemetery Operator to replace the tree at the Rights Holders' expense.
4. The Cemetery Operator will not be held liable for any loss or damage, without limitation to (including damage by the elements, Acts of God or vandals) any lot, plot, columbarium niche, monument, marker or other article that has been placed in relation to an interment, save and except for direct loss or damage caused by gross negligence of the Cemetery Operator.

F) REGULATIONS AND LIABILITIES FOR RIGHTS HOLDERS AND VISITORS

1. Rights Holders and visitors are always welcome at the Cemetery during daylight hours from sun-up to sun-down and are asked to conduct themselves in a respectful manner to honour the deceased and their families.
2. Rights Holders and visitors acknowledge that the Cemetery Operator and their employees are empowered and are required to preserve order and decorum within the Cemetery grounds.
3. No parades, other than funeral processions, shall be admitted to or be organized within the Cemetery without permission from the Cemetery Operator.
4. Children under the age of twelve (12) years are welcome on the Cemetery grounds when accompanied by an adult, who shall be responsible for their good conduct and shall see that they do not run over the lots or climb upon the monuments.
5. Vehicles within the Cemetery grounds shall be driven at a moderate rate of speed.
6. No 4-wheelers or snowmobiles are allowed in the Cemetery.
7. No person may damage, destroy, remove or deface any property within the Cemetery and owners of vehicles and their drivers shall be held responsible for any damage done by them to Cemetery property.
8. Discharging of firearms, other than in regular volleys at interment services, is not permitted in and around the Cemetery grounds (with the exception of an authorized scare pistol by Cemetery employees for the control of geese).

9. Any pets must be under the owner's control at all times. Owners shall pick up after their pets.
10. No picnic party shall be permitted on the Cemetery grounds.
11. Any person who damages or moves any tree, plant, marker, fence, memorial, structure or other item usually erected, planted or placed in the Cemetery, is liable to the Cemetery Operator and any Interment Rights Holder who, as a result, incurs damage. The amount of damage shall be the amount required to restore the Cemetery or item to the state that it was in before anything was damaged or moved by the person liable.
12. Any complaints by Interment Rights Holders or visitors should be made to the Board, the Administrator and/or Groundskeeper and not to workmen on the grounds and disputes with workmen or others on the grounds are to be avoided.
13. Rubbish shall not be thrown on roads, walks or any part of the grounds but must be removed by the individual.
14. Any person disturbing the quiet and good order of the Cemetery by noise or other improper conduct or who violates these By-Laws will be dismissed from the grounds by Cemetery Officials.
15. All visitors shall conduct themselves in a quiet manner that shall not disturb any service being held.
16. No tips or gratuities are to be given to Cemetery employees by visitors or Interment Rights Holders, nor shall any be accepted by any Cemetery employee.

G) PRIVACY POLICY - Personal Information - All Purchasers acknowledge, when entering into their contract with the Cemetery Operator, that they are providing consent to permit the Cemetery Operator to collect, use and disclose his/her personal information in accordance with the requirements under the FBCSA and Ontario Regulation 30/11 for information to be included in the Cemetery public register. Purchasers will also be required to sign the contract with the understanding that the Cemetery Operator does not rent or sell personal information to third party organizations.

H) INTERMENT RIGHTS - GENERAL

1. All sales and resales of interment rights must be processed through the Cemetery Operator.
2. Purchasers of interment rights acquire only the right to direct interment of human remains or cremated human remains and the installation of monuments, markers and inscriptions subject to the conditions set out in the Cemetery By-Laws. In accordance with the Cemetery By-Laws, no interment or installation of any monument, marker, inscription or memorialization is permitted until the interment rights have been paid in full. An Interment Rights Certificate will be issued to the Interment Rights Holder when payment has been made in full. The purchase of interment rights is not a purchase of real estate or real property. An Interment Rights Holder wishing to resell their interment rights may advise the Cemetery Operator of their intention prior to seeking a third party purchaser of their interment rights.
3. Causes Beyond the Cemetery's Control - The Cemetery Operator shall not be responsible if unable or prevented from carrying out their contract with any Rights Holder due to causes beyond its control, which may include but limited to weather conditions, ground conditions, etc.
4. Upon signing the Cemetery contract, all Purchasers will be provided with a copy of the Cemetery By-Law, the Cemetery Price List and the Bereavement Authority of Ontario Consumer Information Guide.
5. **ABANDONMENT OF RIGHTS**
Interment rights which have been sold but not exercised (used) within 20 years of the date of sale, may be declared abandoned by the Cemetery Operator if:
 - the Cemetery Operator may make application to the Registrar to declare the rights abandoned;
 - Upon receiving an application, the Registrar shall make such inquiry as seems reasonable in the circumstances and direct the operator of the Cemetery to give notice of the application to such persons as seems reasonable in the circumstances.
 - Upon being satisfied, the Registrar may issue a declaration that the rights are abandoned and give notice of such declaration to the Cemetery Operator and any interested party,
 - The Registrar's decision may be appealed to the Tribunal within 30 days of their decision.
 - Please see FBSCA section 50 for redress.

I) **CARE & MAINTENANCE FUND CONTRIBUTIONS FROM PRICE OF INTERMENT RIGHTS**

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 the Care and Maintenance Fund. Income from this fund is used to provide only general care and maintenance of the cemetery. Contributions to the Care and Maintenance Fund are not refundable except when interment rights are cancelled within 30 days from the date of signing of the Cemetery Contract by the Purchaser.

J) **PREPAID SUPPLIES AND SERVICES**

1. All funds received for prepaid supplies and services shall be deposited after 30-days from the date of the contract between the Purchaser and the Cemetery Operator, into a trust fund managed by the appointed Trustee of the Cemetery Operator.
2. The Trustee shall hold all funds received for the benefit of the Rights Holder for the contracted supplies and services until that portion of the contract, with respect to which the funds were prepaid, is completed.
3. The Trustee will then reimburse the Cemetery an amount equal to the payment made for the supplies and services when the required portion of the contract is completed. If the Pre-Paid investment does not cover the future cost to provide the supplies and services when required, the Cemetery Operator is required to underwrite any shortfall. If the Cemetery Operator provides the supplies and services listed in the contract and surplus funds remain, the Cemetery Operator is required to refund the unexpended Pre-Paid account balance.
4. If the purchaser, by written notice, cancels the contract after the funds have been transferred to the Trustee, they will be refunded to the purchaser and the Cemetery Operator is entitled to withhold an administration fee of 10% of the value of the prepaid supplies and services to a maximum of \$350.00 at the time of cancellation (this is excluding interment rights) See O.Reg 30/11, Sec.140.(2).
5. In accordance with Ontario Regulation 30/11, Section 141, excluding the purchaser of interment rights, a purchaser is deemed to have cancelled a pre-paid contract if;
 - the Cemetery Operator believes the recipient of the pre-paid contract would be at least 120 years old;
 - the Cemetery Operator has not received a request to deliver some or all of the licensed supplies and services; and
 - the Cemetery Operator is unable to locate the recipient or the purchaser.

K) **CANCELLATION RIGHTS WITHIN 30 DAYS** - If an interment right has not been used (no interments have taken place in the lot or niche), the Purchaser may, in writing to the Cemetery Operator within thirty (30) days from the signing of the Contract, cancel the Contract and receive a full refund. **Kindly note** - Only the Purchaser, and not the Interment Rights Holder, if different from the Purchaser, may receive the full refund of the Contract unless the Purchaser instructs the Cemetery Operator otherwise. If there is a memorial present, it must be removed at the purchaser / interment rights holder(s) expense prior to cancellation.

L) **CANCELLATION RIGHTS AFTER 30 DAYS** - If Rights Holders so choose, they may ask the Cemetery Operator to repurchase the unused interment rights. The Cemetery Operator is permitted to offer the Rights Holder any amount up to the maximum current price so long as the Rights Holder acknowledges being aware of the Cemetery Operators' current price list amounts for unused interment rights. The repurchase price may be less than the current market value of the interment rights as the Cemetery Operator will have contributed the applicable portion into the non-refundable Care & Maintenance Fund for the future upkeep of the Cemetery. Rights Holders are permitted to offer their unused interment rights for sale to a Third Party if they so choose in accordance with Section (M) below.

M) SALE OR TRANSFER AFTER 30 DAYS - TO A THIRD PARTY - The Cemetery Operator permits Interment Rights Holders to sell or transfer their unused interment rights after thirty (30) days to a third party, upon written notice to the Cemetery Operator, as long as the sale or transfer is conducted through the Cemetery Operator. Also, the third party purchaser must meet the qualifications and requirements as outlined in the Cemetery By-Laws and the FBCSA.(Sec. 47) and O. Reg. 30/11 (Sec. 15) The Rights Holder and the third party must proceed as follows:

- a) The Rights Holder cannot re-sell his/her interment rights for more than the current value on the Cemetery Price List (the current value includes the Care & Maintenance portion of the lot or niche);
- b) The Interment Rights Certificate endorsed by the current Rights Holder must be returned to the Cemetery Operator and sufficient proof satisfactory to the Cemetery Operator of ownership of the Interment Rights;
- c) Should the original Interment Rights Certificate be lost or misplaced, the Cemetery Operator will issue a duplicate certificate to the original Rights Holder for endorsement to the third party purchaser upon payment of the applicable fee as set out in the Cemetery Price List;
- d) If the resale or transfer 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.
- e) Payment of the required transfer administration fee as listed in the cemetery price list.
- f) Should the resale also involve the cancellation of a prepaid contract, the cancellation is considered separate from the resale. Please see Section J, subsection 4 for cancellation details.
- g) If there is a memorial present, it must be removed at the purchaser/interment rights holder(s) expense prior to the sale or transfer.

The third party purchaser will be provided with the following documents by the Cemetery Operator:

- 1. An Interment Rights Certificate endorsed by the current Rights Holder indicating the number of lots or niches being sold or transferred;
- 2. A copy of the Cemetery's By-Laws;
- 3. A copy of the Cemetery's current Price List;
- 4. Any other documentation in the Rights Holder's possession relating to the rights.

The Cemetery Operator will require:

- 1. A statement signed by the Rights Holder selling the interment rights acknowledging the sale of the interment rights to the third-party purchaser;
 - 2. 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;
 - 3. In the case of transfer of interment rights by Last Will and Testament upon the death of the original Rights Holder, the Cemetery Operator reserves the right to require the production of a notarial copy of the said Last Will and Testament;
 - 4. That the date of transfer of the interment rights be recorded to the third party purchaser;
 - 5. The name and address of the third party purchaser.
 - 6. A written statement of the number of lots that have been used in the plot and the number of lots that remain available.
- f) Once the endorsed certificate and all required information has been received by the Cemetery Operator from the Rights Holder, the Cemetery Operator will issue a new Interment Rights Certificate to the third-party purchaser. The issuance of a new certificate will be subject to the required fee in accordance with the Cemetery Price List and will be the responsibility of the third party purchaser.
- g) Upon 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 of the lot(s) or niche and the resale or transfer of the interment rights shall be considered final in accordance with the Cemetery By-Laws and the FBCSA.

N) INTERMENTS - DISINTERMENTS

- 1. No interment shall take place between November 1st and March 31st, otherwise known as the "off-season", unless it is at the discretion of the Cemetery Board, Administrator and Groundskeeper and will be based on ground and weather conditions. The Cemetery provides a storage vault that can be used until the interment can safely take place. (Please see the price list for applicable fees.) Funeral Directors must obtain permission for interment prior to finalizing interment plans with their customer families.
- 2. Double depth casket burials are not conducted or permitted at any time.

3.
 - a) One full-size lot (40 sq. ft.) can accommodate one casket and up to two urns or, without a casket, up to three urns.
 - b) One Cremation Garden lot (12 sq. ft. or 16 sq. ft.) can accommodate one or two urns.
 - c) One Columbarium niche can accommodate one or two urns.
4. One infant casket, no larger than 24" x 12", may be interred at the foot end of each full-size grave lot, provided space is available at the discretion of the Cemetery Operator.
5. Remains to be interred in a lot must be enclosed in a securely sealed container of sufficient strength to permit interment with the container remaining intact. The Cemetery assumes no responsibility or liability for the condition of the casket, urn or container during or after interment. The container must also be of a size to permit interment within the size of the lot or niche.
6. All interments must be authorized in writing by a licensed funeral director and/or, if cremated remains, by the Interment Rights Holder. Should the Interment Rights Holder be deceased, authorization must be provided by the person authorized to act on behalf of the Interment Rights Holder i.e. Personal Representative, Estate Trustee, Executor or next of kin.
7. 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 prior to the burial taking place. A Certificate of Cremation must be submitted to the Cemetery office prior to the interment of the cremated remains.
8. In accordance with the FBCSA, the purchaser of interment rights must enter into a cemetery contract providing such information as may be required by the Cemetery Operator for the completion of the Contract and the public register prior to each interment of human remains or cremated human remains.
9. Persons requesting interments shall be responsible for all charges incurred and payment must be made to the Cemetery Operator before an interment can take place.
10. When interment rights in a lot or niche are held jointly by two or more persons, an Order for Interment will be accepted from either one of them or their authorized representative.
11. No lot or niche shall be opened for interment or disinterment by any person not in the employ of, or under the direction of the Cemetery Operator.
12. The interment fee, in accordance with the Price List, includes the opening, closing and set-up, if necessary of the lot or niche and the registration of the interment in the cemetery records.
13. 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 the 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.
14. 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(s).
15. The Cemetery Operator will exercise all due care in performing interments but is not responsible for damage sustained to any casket, urn or other container during disinterment.
16. No interment shall be permitted in any lot or niche where the interment rights have not been paid in full.

17. Funeral processions within the Cemetery grounds shall follow the route indicated by the Groundskeeper.
18. The Cemetery Operator reserves the right, at its cost, to correct any error that may be made by it in performing interments, in the identification of the lot or niche, or the transfer of any interment rights. The Cemetery Operator may either cancel such interment rights and substitute other interment rights for a lot or niche of equal or greater value and similar location, as far as is reasonably possible, or refund all funds paid on account of such purchase. Notice will be given personally to the Interment Rights Holder. If necessary, notice may be mailed to the Interment Rights Holder or his or her legal representative at his or her last recorded address in the record books of the Cemetery. In the event, any such error may involve the disinterment of remains, the Cemetery Operator shall first obtain the approval of any regulatory authority and the Interment Rights Holder.
19. The Cemetery Operator shall not be held responsible for any errors made for any interment arrangements taken over the telephone. These arrangements should be given and confirmed in writing either by hand, fax or email to the Cemetery Operator by the Funeral Director in charge.
20. Notice of each interment/inurnment to be made shall be given to the Administrator or Groundskeeper of the Cemetery at least 48 hours in advance, 16 hours of which must be working hours of the Cemetery. The Cemetery Operator will not be held responsible for lots or niches not prepared in time for interments unless such notice is given.
21. No interment shall take place on Saturdays unless arrival by 1 p.m., Sundays all day and Statutory Holidays all day unless the Cemetery Operator is ordered to do so by a representative of the Ministry of Health.
22. The Cemetery Operator reserves the right to determine if weather conditions are adverse enough to prevent an interment. From April 1st to October 31st the storage vault may be used at no additional charge until such time as weather conditions permit the interment at the discretion of the Cemetery Operator. From November 1st to March 31st (Off-Season) the Cemetery provides a winter storage vault (please see the price list for charges). However, if during the "off-season" the weather and ground conditions are acceptable, the Cemetery Operator, at their discretion, may permit an interment to occur.
23. The Cemetery Operator does not perform or have provision for scattering rights anywhere on the Cemetery grounds.
24. Additional charges are included in the Price List for:
 - a) Saturday, Sunday and Statutory Holiday interments subject to Number 21 above in this section;
 - b) Off-Season (November 1st to March 31st) interments including winter burials according to Number 1 above in this section;
 - c) Funeral processions arriving at the Cemetery after 3:00 p.m. weekdays and after 1:00 p.m. on Saturdays.
 - d) Other services and supplies - please refer to the Cemetery Price List.

O) COLUMBARIA BY-LAWS

1. Payment must be made to the Cemetery Operator before an interment can take place or memorialization is affixed to the niche door.
2. Only the Cemetery Operator may open and seal niches for interments or general maintenance ie. attaching a name plaque, vase, picture or other Cemetery purchased and approved memorial. This applies to the inside sealer and the niche compartment.
3. To ensure quality control, desired uniformity and standard of workmanship, the Cemetery reserves the right to inscribe all niche fronts or install name plaques, vases, adornments or any other approved attachment. Any article of memorialization purchased and/or installed by anyone other than the Rights Holder may be removed by Cemetery staff at its discretion to ensure quality control.
4. One bronze marker (name plaque) and a combination of up to three porcelain pictures and/or bronze emblems purchased from and approved by the Cemetery Operator is permitted on each niche door.
5. All memorials are subject to pre-payment in full by the Purchaser. All memorials will be subject to the manufacturer's warranty at the time of purchase.

6. No person, other than Cemetery staff, shall remove or alter niche doors.
7. No person shall place or affix any articles on top of the columbaria structure, on the ground or pavers at the bottom of the niche doors or in or around the surrounding area including shrubbery, bushes or trees. See also Sections R and S below for articles permitted and prohibited within the cemetery and columbaria.

P) NICHE MONUMENT BY-LAWS

1. Monuments containing niche compartments shall be subject to the same rules and regulations contained in the Cemetery By-Laws as it pertains to interments.
2. The number of interments apply to niche monuments in the same way as a full-size grave lot (4' by 10') as follows:
 - a) One casket burial in the lot and up to a maximum of two cremated remains in the niche monument if the monument can accommodate up to two urns; or
 - b) One casket and one urn in the lot and one urn in the niche monument; or
 - c) One casket and two urns in the lot and no urns in the niche monument if the niche monument will not be used for interments.
3. All interments in a niche monument will be conducted in accordance with the cemetery operators' general interment procedures. The opening and closing of a niche monument can only be performed by the cemetery operator or those authorized to act on behalf of the cemetery operator. Due to the varied design and construction of niche monuments, the cemetery operator may not be able to provide the interment without the assistance of the supplier or manufacturer. The Cemetery assumes no liability or responsibility for any damage to the niche monument or its contents.

Q) CARE OF LOTS - GENERAL

A portion of the price of interment rights is trusted into the Care & Maintenance Fund of the Cemetery. The income generated from this fund is used to help maintain, secure and preserve the Cemetery grounds. Services that are provided through this fund include:

- Re-levelling and seeding of lots
- Maintenance of Cemetery roads, ditches and common areas
- Maintenance of posts, fences, railings and interlocking brick work
- Maintenance of Cemetery landscaping including grass cutting and trees
- Maintenance of columbaria
- Repairs and general upkeep of Cemetery Administration building, Vault and Maintenance buildings and equipment

R) CARE OF LOTS - SOD, SHRUBS, TREES AND FLOWERS AND PERMITTED ARTICLES

- No person, other than Cemetery staff, shall remove any sod or, in any other way, change the surface of a burial lot in the Cemetery.
- No person, other than Cemetery staff, shall plant trees, flowers, flower beds or shrubs in the Cemetery.
- No flowers of any kind as well as any other article is permitted on the grass or at the bottom of a niche door at any time subject to the following exceptions -
 1. Immediately after an interment has taken place which will be removed by Cemetery staff after a reasonable period of time to protect the sod and maintain the tidy appearance of the Cemetery, and
 2. On the day of the annual Memorial Service of the Cemetery and the week following.
- Flowers and articles are permitted on top of the monument, base of the monument and niche doors so long as they do not encroach on neighbouring lots, niches, bushes, shrubbery and common areas. All flowers and articles must be securely fastened with a non-tarnishing material. Flowers and articles are permitted on monument foundations where room is available so long as the foundations are not damaged or altered in any way.

S) ITEMS THAT ARE PROHIBITED WITHIN THE CEMETERY

1. The Cemetery Operator reserves the right to prohibit or regulate articles placed on lots, plots and niches that pose a threat to the safety of all Interment Rights Holders, visitors to the Cemetery, Cemetery employees and contractors that constitute a hazard to machinery and prevents the Cemetery Operator from performing general cemetery operations and maintenance including glass containers. All articles considered to be excessive and diminishing the otherwise tidy appearance of the Cemetery, or are not in keeping with the respect and dignity of the Cemetery, will be removed by Cemetery staff without notification to the Rights Holder. Prohibited articles that are removed, may, at the discretion of the Groundskeeper, be held at the Administration Office for collection within thirty (30) days. If not collected within thirty (30) days, they will be disposed of.
2. To assist Interment Rights Holders, the following is an example of articles that are prohibited from being placed on lots, niche doors or on or around a columbarium structure, pavers and surrounding planting - articles made of hazardous materials such as non-heat resistant glass (excludes glass attached to monuments), ceramics, corrosive metals, loose stones or sharp objects, trellises, arches, shepherd hooks, solar lights, chairs and unauthorized benches.
3. The installation or attachment of pictures, vases, emblems or other like memorials on columbaria and niche doors, other than those approved by and purchased from the Cemetery Operator, is strictly prohibited and will be removed by the Groundskeeper without notification

T) MEMORIALIZATION PERMITTED

Unless otherwise approved by the Cemetery Operator, the following markers are permitted:

One full-size grave lot (40 sq. ft.) - one flat or pillow marker, or one upright monument sitting on top of the Cemetery foundation at the head of the grave as well as a flat marker encased in concrete at the foot of the grave.

Two or more grave lots - one flat or pillow marker, or one upright monument sitting on top of the Cemetery foundation at the head of each grave as well as a flat marker encased in concrete at the foot of each grave OR one over-sized flat or pillow marker, or one upright monument centered at the head of two or more graves. (Note - flat foot markers can also be centered on two graves).

Cremation Garden lot (12 sq. ft. or 16 sq. ft) - one flat bronze or granite marker or pillow marker at the head of the grave.

Niche Door - one bronze name plaque and a combination of up to three porcelain pictures and bronze emblems purchased from and approved by the Cemetery Operator.

Warranty - All monuments, markers and memorials shall be subject to the manufacturer's warranty at the time of purchase.

Written consent of all Rights Holders and any other required documentation, as set out in these By-Laws, is required for interments, dis-interments, installation of monuments and markers, as well as inscriptions or niche plates on niche doors and any other memorial to be placed or attached to the front of a niche door.

U) CONTRACTOR/MONUMENT DEALER BY-LAWS

1. Any contract work to be performed within the Cemetery grounds requires the prior written approval of the Interment Rights Holder and the Cemetery Operator before the work may begin. Pre-approval includes, but is not limited to, landscaping, grass cutting, delivery of monuments and inscriptions.

2. No monument or marker shall be delivered to the Cemetery without the Application form duly completed and signed, payment of the required Cemetery fees in accordance with the price list, including the prescribed fees for the Care & Maintenance portion for monuments and markers set by the FBCSA, 2002, and notification that the foundation has been installed by the Cemetery Operator.
3. Prior to the commencement of any work, all contractors must provide proof of -
 - WSIB coverage
 - Evidence of liability insurance of not less than \$2 million.
4. Cemetery By-Laws apply to all contractors and their workers within the Cemetery grounds.
5. Contractors, monument dealers and suppliers shall not enter the Cemetery before sun-up and after sun-down.
6. Monuments, foot markers, markers and memorials of any kind will not be moved, altered or removed without prior written permission from the Cemetery Operator.
7. Contractors must lay planks or sheets of plywood on the lots and paths over which heavy trucks and equipment are to be moved in order to protect the surface of the Cemetery grounds from damage.
8. Heavy truck loads shall not be permitted in the Cemetery when the roads are in unfit condition at the discretion of the Groundskeeper.
9. Vehicles are not permitted on the grass unless otherwise permitted to do so by the Groundskeeper.
10. All equipment and materials used in the performance of any work shall be placed where the Cemetery Operator may direct and all rubbish and surplus earth shall be removed when and to where and in such manner as the Cemetery Operator may direct, otherwise, the obstructions will be removed by the Cemetery Operator at the expense of the contractor or monument dealer.
11. The demeanor and behaviour of all contractors and workmen shall be in a professional and respectful manner and shall be subject to the supervision of the Cemetery Operator.
12. Contractors and monument dealers shall temporarily cease all operations if they are working within 100 metres of an interment until the conclusion of the interment. The Cemetery Operator reserves the right to temporarily cease such operations at its sole discretion if the noise of the work being performed by the contractor or monument dealer is deemed to be a disturbance to any interment within the Cemetery grounds.

V) MONUMENTS AND MARKERS - GENERAL

1. **FEES** - In accordance with the FBCSA and Ontario Regulation 30/11, contributions will be made to the Care & Maintenance Fund for every installation of a marker or monument:
See O.Reg 30/11, Sec 166. These fees are also outlined on the price list.
2. If a monument or marker presents a risk to public safety because it is unstable, the Cemetery Operator shall do whatever it deems necessary by way of either re-setting, laying down and/or removal of the monument or marker in order to remove the risk.

3. Minor scraping of the base portion of the monument or marker due to grass cutting operation is considered by the Cemetery Operator to be normal wear and tear.
4. The Cemetery Operator will take reasonable precautions to protect the property of Interment Rights Holders, but it assumes no liability for the loss of, or damage to, any monument, marker, or other structure or part thereof except where it is determined to be of the gross-negligence of the Cemetery Operator.
5. The Cemetery Operator reserves the right to determine the maximum size of monuments, their number and location on each lot or plot. They must be of a size that would not interfere with any future interments.
6. All foundations for monuments and markers shall be constructed by or contracted to be constructed for the Cemetery Operator at the expense of the Interment Rights Holder.
7. The charges for the construction of foundations are set out in the Cemetery Price List.
8. Foundations will not be constructed prior to May 1st and after November 1st in any year, unless at the discretion of the Cemetery Operator. Please consult the Administrator for installation dates during the year. The Cemetery Operator reserves the right to change or revise installation dates each year.
9. Unless adjoining lots or plots are owned, both sides of the monument cannot be inscribed.
10. Monuments cannot be placed back-to-back directly against each other.
11. Monuments must be placed at the centre of the head end of the lot or plot except where alignment with existing nearby monuments justifies another location. Approval of the location must be obtained from the Cemetery Operator before a monument is installed.
12. All photographs, vases, flower arrangements and all other like memorials attached to any monument, monument base or foundation shall be the sole responsibility of the owner of the monument.
13. The Cemetery Operator reserves the right to remove, at its sole discretion at the Rights Holders' expense, any monument, marker or inscription which is not in keeping with the dignity and decorum of the Cemetery.
14. A monument or marker shall be erected only after the specific design plans have been approved by the Cemetery Operator including, but not limited to, dimensions, material of structure, construction details and proposed location.
15. The foundation shall be constructed and/or installed in the designated space and in the proper dimensions of the monument base. If incorrect dimensions have been given on the application form signed by the Interment Rights Holder and/or the monument company, the foundation must be immediately removed and either re-constructed and/or installed by the Cemetery Operator at the expense of the monument company, monument owner or Interment Rights Holder.
16. All monuments and markers must be constructed of bronze, granite, marble or other natural stone.
17. Interment Rights must be paid in full before any Interment or memorialization can take place.
18. A marker, monument or memorialization purchased and/or installed by anyone other than the Rights Holder may be removed by Cemetery staff on the written request of the Rights Holder subject to an applicable fee.
19. There shall not be a variance of more than 1.27 cm (½ inch) in the size of the base portion of the monument as stated in the foundation application form and the size of the base portion delivered to be installed in the Cemetery. The Cemetery Operator reserves the right to refuse installation of the monument in this case.

W) MONUMENT DIMENSIONS AND REGULATIONS

Dimensions Permitted: Single Lot - the maximum size monument permitted including the base is:

Height - 1.22 metres (4 feet)
Width - 0.9144 metres (3 feet)

Double Lot - the maximum size monument permitted including the base is:

Height - 1.22 metres (4 feet)
Width - 1.52 metres (5 feet)

Three or more lots - Custom size - See Administrator and Cemetery Price List for dimensions and pricing at time of ordering.

1. All monuments must be able to withstand a minimum of (45.3592 kilograms) 100 lbs. of horizontal force applied anywhere on the monument without toppling. This must be achieved in the dry mode (without caulking).
2. The minimum thickness of the die portion of the monument must be 20.32 cm. (8"). However, an exception in the thickness of a monument die less than 20.32 cm (8 inches) thick can be made, at the discretion of the Cemetery Operator so long as the die is dowelled to the monument base and able to withstand the 100 lb. of horizontal force as noted above.
3. Should the monument (die and base portion) exceed 106.68 cm. (42 inches) overall height, the die portion must be 25.40 cm. (10 inches) in thickness.
4. Dowels must be constructed out of a minimum of 127 mm. (½ ") non-corrosive material (preferably 300 series stainless steel or bronze). The hole depth must be a minimum of 7.62 cm. (3 inches) deep and no more than 32 mm. (1/8") larger in diameter than the diameter of the dowel.
5. The maximum width of the base portion of the monument is controlled by the width of the lot or plot where it will be installed subject to dimensions as noted above.
6. The die portion of the monument must be installed on a granite base. The height of the base shall be a minimum of 20.3 cm. (8 inches). The top surface of the base must be both wider and longer than the die in order to provide a minimum border of 7.6 cm (3 inches) of the surface of the base exposed on all sides. Bottoms of the base shall be smooth sawn.

X) MARKER DIMENSIONS AND REGULATIONS (unless otherwise permitted)

Dimensions Permitted: Cremation Garden Lot - the maximum size flat marker permitted is:

Bronze - 60.96 cm. (24 in.) wide by 33.02 cm. (13 in.) deep
Granite - 60.96 cm. (24 in.) wide by 33.02 cm. (13 in.) deep by 10.16 cm. (4 in.) in height

Flat Foot Marker -Single Lot - the maximum size flat foot marker permitted is:

Bronze - 60.96 cm. x 30.48 cm. (24" x 12")
Granite - 60.96 cm. x 30.48 cm x 10.16 cm. (24" x 12" x 4")

-Double Lot - the maximum size flat foot marker permitted is:

Bronze - 107.0 cm. x 30.48 cm. (42" x 12")
Granite - 107.0 cm. x 30.48 cm. x 10.16 cm. (42" x 12" x 4")

Corner Markers - 15.24 cm. (6 in.) square by 15.24 (6 in.) deep

1. Interment Rights Holders may, on the receipt of his or her Interment Rights Certificate, have four (4) bronze, stone, marble, granite or concrete corner markers, dressed on all sides and bearing suitable identification permanently marked, placed at the corners of the lot or plots (with the exception of the Cremation Garden lots). Corner markers will be installed level with the ground surface and must be installed by Cemetery staff for which a fee applies in accordance with the Cemetery Price List.

2. Markers will be accepted for installation between May 1st and October 31st in each year at the discretion of the Cemetery Operator. Installations will be made as soon as weather and ground conditions permit on a first-come, first-served basis. Markers will not be accepted from any monument company for storage at the Cemetery during the off-season months.
3. Installation placement of markers must not interfere with future interments. Flat foot markers will only be permitted to be installed after a casket burial (if any) has taken place.
4. Flat foot markers are to be flat on top and the bottom cut level and true. Installation will be level with the ground surface so that a lawnmower can pass safely over them and shall be set by Cemetery staff at the expense of the Interment Rights Holder and on payment of the required fee in accordance with the Cemetery Price List.
5. See Section T entitled "Memorialization Permitted" for the maximum number of markers permitted on each grave.

Y) STORAGE VAULT REGULATIONS

1. The use of the storage vault for any cemetery, including St. Lawrence Valley Cemetery, shall be subject to the required fee in accordance with the Cemetery Price List.
2. Permits for the use of the storage vault must be obtained from the Cemetery Operator. The required fee for the time stipulated for the casket to remain in the storage vault shall be paid within the prescribed time period and, in any event, prior to the eventual burial.
3. All Funeral Homes and/or Interment Rights Holders are responsible for their own insurance coverage for all caskets and urns stored in the storage vault.
4. All caskets must be removed by the Funeral Homes from the storage vault by the end of May in each year.
5. Caskets containing deceased persons who have died from a contagious disease will not be permitted into the storage vault but must be buried immediately at the discretion of the Cemetery Operator and will be subject to the applicable surcharges in accordance with the Cemetery Price List.
6. The Cemetery Operator reserves the right to determine if weather conditions are adverse enough to prevent an interment. The storage vault may be used at no additional charge until such time as weather conditions permit the interment at the discretion of the Cemetery Operator.
7. All bodies in caskets stored in the storage vault must, for health reasons, be embalmed.
8. No reinforced cardboard container will be permitted in the storage vault. Only caskets of wood or steel will be permitted.

Z) REPEAL

All previous By-Laws inconsistent with this By-Law are hereby repealed.

This By-Law has been reviewed and passed by the Board of Directors and submitted to the BAO in November 2023.

