

## **BY-LAWS – EDEN MILLS COMMUNITY CEMETERY**

The Eden Mills Cemetery is located on Lot 2, Concession 2 (west half), Township of Guelph-Eramosa, County of Wellington.

These by-laws are the rules and regulations that govern the Eden Mills Community Cemetery and have been approved by the Registrar of Cemeteries, Funeral, Burial and Cremation Services Act, 2002, (FBCSA), Cemeteries Regulations Unit, Ministry of Consumer Services.

**The following by-laws make reference to Scattering Rights and the scattering of remains. At this time, the Eden Mills Community Cemetery does not provide for the purchase of scattering rights or the scattering of remains. However, reference is included in the by-laws because inclusion of a Scattering Garden in the cemetery is a possibility in future years.**

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#### **A: ADMINISTRATION OF THE CEMETERY**

All board members must have ties with the community of Eden Mills. The volunteer board members are elected at the annual meeting. Their duties consist of looking after the welfare of the cemetery.

#### **B: DEFINITIONS**

**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.

**Contract:** For purposes of these by-laws, all purchasers of interments rights must sign a contract with the cemetery, detailing obligations of both parties and acceptance of the cemetery by-laws.

**Cornerstones:** 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.

**Grave:** (Also know as Lot) means any in-ground burial space intended for the interment of a child, adult or cremated human remains.

**Interment Right:** The right to require or direct the interment of human remains or cremated human remains in a grave or lot and direct the associated memorialization.

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

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

**Lot:** For the purposes of these by-laws a lot is a single grave space.

**Marker:** Shall mean any permanent memorial structure that is set flush and level with the ground, and used to mark the location of a burial lot.

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

**Plot:** For the purpose of these by-laws, a plot is a parcel of land, sold as a single unit, containing multiple lots.

**Scattering:** Shall mean the act of spreading of cremated remains over a designated area within a cemetery with the knowledge and permission of the cemetery operator and in keeping with the cemetery's by-laws.

**Scattering Rights Holder:** Any person designated to hold the right to scatter cremated human remains in a specified lot or other designated area within the cemetery.

### **C. BY-LAWS PERTAINING TO GENERAL INFORMATION**

#### Days/Hours of Operation:

- a) Visitation Hours: Daily, sunrise till sunset
- b) Office Hours: By appointment
- c) Burial Hours: 9:00 a.m. till 5:00pm
- d) Days of Burials: Monday - Saturday

### Purchasing Rights and Interments:

Purchasers of interment or scattering rights acquire only the right to direct the burial of human remains and the scattering of cremated human remains, and the installation of monuments, markers and inscriptions, subject to the conditions set out in the cemetery by-laws. **The purchase of interment rights is not a purchase of Real Estate or real property.** Payment to the Eden Mills Community Cemetery, in care of the Secretary-Treasurer of the board, is made in full at the time of the purchase of the interment or scattering rights. In accordance with cemetery by-laws, no burial, scattering, or installation of any monument, or marker inscription is permitted until the interment or scattering rights have been paid in full. An interment or scattering rights certificate and contract will be issued to the interment or scattering rights holder(s) when payment has been made. The Board cannot be held responsible for any errors on the certificate or contract resulting from wrongful or lack of specific information.

### General Conduct:

The cemetery reserves full control over the cemetery operations and management of land within the cemetery grounds.

No person may damage, destroy, remove or deface any property within the Cemetery. All persons are prohibited from taking flowers, plants or other materials from lots or graves in the cemetery or from picking any flowers, either wild or cultivated, or breaking any tree, shrub or plant, or writing upon, defacing or injuring any monument, fence or other structure in or belonging to the cemetery. Any person disturbing the quiet and good order of the cemetery by noise or other improper conduct or who violates these rules, may be expelled from the grounds.

All visitors should conduct themselves in a quiet manner that shall not disturb any service being held.

Children under the age of twelve (12) years are not admitted to the grounds except in charge of an adult, who shall be responsible for their good conduct.

Vehicles within a cemetery shall be driven at a moderate rate of speed and shall not leave the avenues. Proprietors of vehicles and their drivers shall be held responsible for any damage done by them.

Any complaints by interment or scattering rights owners or visitors should be made to the Secretary-Treasurer.

### By-Law Amendments:

The cemetery shall be governed by these by-laws, and all procedures will comply with the Funeral, Burial & Cremation Services Act, 2002 and the 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 in which 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 amendment pertains to markers or their installation.

All by-laws and by-law amendments are subject to the approval of the Registrar, Cemeteries Regulation Unit, Ministry of Consumer Services.

Liability:

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, 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.

Burial of Pets or Other Animals:

Pets or other lower animals, including cremated animal remains, are not allowed to be buried or scattered on cemetery grounds.

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.

**D. BY-LAWS FOR THE CANCELLATION OR RESALE OF INTERMENT RIGHTS**

The cemetery operator prohibits the resale of interment or scattering rights to a third party and will repurchase these rights at the price listed on the Rates and General Information document less the Care & Maintenance Fund contribution made at the time of purchase. The cemetery operator is not required to repurchase unused interment rights in a plot (more than one lot) if one of the interment rights in the plot has been exercised. The re-purchase and payment to the rights holder requesting the sale must be completed within 30 days of receipt of the written request.

The interment or scattering rights holder requesting the resale of the rights must return the interment or scattering rights certificate and contract to the cemetery operator and the rights holder(s) must endorse the interment or scattering rights certificate and contract, transferring all rights, title and interest back to the cemetery operator. The appropriate paperwork must be completed before the cemetery operator reimburses the rights holder(s).

Transfer of Interment Rights

**Note: All transfers of interment or scattering rights must be carried out through the cemetery operator.**

The cemetery operator does permit transfer (but not resale) of interment or scattering rights to another family member or friend of the original rights holder. The interment or scattering rights holder requesting the transfer of the rights must return the interment or scattering rights certificate and contract to the cemetery operator along with a letter requesting transfer of all rights, title, and interest to the family member or friend. The cemetery operator will then issue a new interment rights certificate and contract and forward this certificate and contract to the new holder of the title. An administrative fee will be charged at the time of the issuance of the new certificate and contract.

### Cancellation of Interment Rights Within The 30 Day Cooling-Off Period:

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 operator. The cemetery operator will refund all monies paid by the purchaser within thirty (30) days from receipt of the written request for cancellation by the cemetery operator.

### Care and Maintenance Fund Contributions:

As required by Sections 166 and 168 of Regulation 30/11, a percentage of the purchase price of all interment rights, scattering 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 or scattering rights are cancelled within the 30 day cooling off period.

## **E. BY-LAWS PERTAINING TO BURIAL OR SCATTERING OF CREMATED REMAINS**

A concrete vault is highly recommended for full lot burials. It is recommended that cremation burials can use either a concrete vault or a resin vault. Vaults are recommended for all burials.

Interment or scattering rights holder(s) must provide written authorization prior to a burial or scattering taking place. Should the interment or scattering rights holder be deceased, authorization must be provided in writing by the person authorized to act on behalf of the interment rights holder, i.e., Personal Representation, Estate Trustee, Executor, or next of kin. If the interment rights are held jointly by two or more persons, an order will be accepted from either or any of them or their authorized representative, with respect to the interment in the lot for which they hold the rights.

A burial permit issued by the Registrar General or equivalent document showing that the death has been registered with the province must be provided to the cemetery office prior to a burial or scattering taking place. A Certificate of Cremation must be submitted to the cemetery office prior to the burial of cremated remains or scattering of cremated remains taking place.

In accordance with the FBCSA, the purchaser of interment or scattering 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 burial of human remains, or each scattering of cremated human remains.

Payment must be made to the cemetery before a burial can take place.

The cemetery shall be given a minimum of 3 business days of notice for each burial of human remains or scattering of cremated human remains. No interment shall be made on a Sunday except on a medical certificate or for religious reasons that burial must be made within 24 hours of death in accordance with the regulations of the Ontario Ministry of Health.

The opening and closing of graves may only be conducted by cemetery staff or those designated to do work on behalf of the cemetery.

At the time of this publication, cremated remains are not permitted to be scattered anywhere within the cemetery.

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 may take place. A certificate from the local medical officer of health is not required for the removal of cremated remains.

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.

The community cemetery allows one full casket and three cremations (on top of the casket) per one full lot. A specified cremation grave holds 2 cremation urns.

## **F. BY-LAWS PERTAINING TO MEMORIALIZATION**

No memorial or other structure shall be erected or permitted on a lot until all charges have been paid in full.

No monument, headstone, footstone, marker, or memorial of any description shall be placed, moved, altered, or removed without permission from the cemetery operator.

Minor scraping of the monument due to grass/lawn maintenance is considered to be normal wear and the Cemetery is not liable for this wear.

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.

The cemetery operator 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 would interfere with any future interments.

All foundations for monuments and markers shall be built by, or contracted to be built for, the cemetery operator at the expense of the interment rights holder. The charges for the construction of foundations shall be set by the cemetery board and are payable before completion of such construction.

Monuments to be erected for lot holders shall be set upon adequate concrete foundations, and no foundations shall be less than four (4) feet in depth. The upper surface of the foundation shall extend three (3) inches beyond the monument base on all sides and be flush with the ground.

Monument dealers must state on each order the date they wish foundations to be ready and must give at least fifteen days' notice before the work is required. If incorrect dimensions have been given on the application form, the foundation will be removed and rebuilt by the board at the owner's expense.

Should any monument or marker present a risk to public safety because it has become unstable, the cemetery operator shall do whatever it deems necessary by way of repairing, resetting, or laying down the monument or marker or any other remedy so as to remove the risk.

The cemetery operator reserves the right to remove at its sole discretion any marker, monument, inscription, or objects which are not in keeping with the dignity and decorum of the cemetery, as determined by the board.

In keeping with the cemetery by-laws only one monument shall be erected within the designated space on any lot. This monument must be placed in the space reserved for it unless special permission is given by the Board for placing it otherwise.

The minimum thickness for flat markers including footstones is 4 inches or 10 cm.

All monuments and markers shall be constructed of bronze or natural stone (i.e., granite).

No monument shall be delivered to the cemetery for installation until the monument foundation has been completed, and the interments rights holder(s) and/or marker retailer have been notified by the cemetery operator.

Monuments, headstones, markers and footstones of bronze or granite are permitted with size and quantity restrictions according to cemetery by-laws and the placement of such memorials shall not interfere with future interments.

- Single lot maximum: 24 inches wide by 36 inches high (including base)
- Double lot maximum: 54 inches wide by 48 inches high (including base)

Upright monuments/headstones must be at least 6 inches thick. If a monument/headstone is more than 30 inches in width or 24 inches in height, the thickness must be 8 inches.

- Cremation lot minimum: 16 inch by 10 inch flat marker
- Cremation lot maximum: 24 inch by 18 inch flat marker

The minimum thickness for flat markers including footstones is 4 inches or 10cm.

Memorialization is permitted on the 'front' of the monument only, the front being defined as the south side facing the placement of the burial. Only the family name(s) is/are permitted on the 'back' (north) side of the monument. No lettering shall be permitted on the sides (east and west) of the monument.

A marker with a flat and level surface set flush with the ground may be placed at each grave in addition to the monument. The marker shall be placed at the end of the grave farthest from the monument. Markers or footstones of bronze, marble or granite are permitted but must not exceed 12 by 18 inches with a depth of 4 inches. The upper surface must be flat with no projections and shall be set level with the ground surface. If the cemetery is required to set the marker, the expense will be incurred by the interment rights holder at the fee listed on the current Rates and General Information Document.

Interment rights holders of full lots are required, upon purchasing the interment rights of the lot, to purchase 4 cornerstones at the rates laid out in current Rates and General Information document. The concrete cornerstones are 6 inches square by 6 inches deep and bear the name of the interment rights holder. The cornerstones are installed by the cemetery shortly after the purchase of the interment rights. If the interment rights are transferred to another individual, new cornerstones must be purchased at the time of the transfer and the existing cornerstones replaced by the cemetery.

The cemetery operator is required to keep all monuments, headstones, and markers in a state of good repair, unless provision has been made for this with the Board. Upon failure to make such repairs as the Board may deem necessary within three months of the date of a written notice to the lot owner, the Board may remove such stone or monument or have the same repaired.

## **G. BY-LAWS PERTAINING TO CARE AND PLANTING**

A portion of the price of interment or scattering rights is trusted into the Care and Maintenance Fund. The income generated from this fund is used to maintain, secure and preserve the cemetery grounds. Services that can be provided through this fund include:

- Re-leveling and sodding or seeding of lots or scattering grounds
- Maintenance of cemetery roads, sewers, and water systems
- Maintenance of perimeter walls and fences
- Maintenance of cemetery landscaping
- Repairs and general upkeep of cemetery maintenance buildings and equipment
- Addition and upkeep of new cemetery gardens or amenities

Flowerbeds not exceeding eighteen (18) inches in depth and no wider than the foundation shall be permitted at the front of the monument and where there is no monument, can only be made by permission of the Board. Planting of borders, fences, railings, walls and hedges in or around lots/plots is prohibited.

Interment rights holders are required to remove articles and clean up their flowerbeds after the first frost each autumn and, again in the spring. Interment rights holders should do so before their removal becomes necessary by volunteer members of the cemetery board. This ensures that there is no unauthorized interference with flowers or decorations upon the graves. Vases, urns, wreaths and flower stands not properly cared for shall be removed from the lot.

Removal of rubbish, including empty pots, plastic flowers, ribbons, etc., from the cemetery property, is the responsibility of the interment rights holders.

If any existing trees or shrubs situated in any lot/plot have, in the opinion of the Board, become, by means of their roots or branches or in any other way, detrimental to monuments, headstones and markers, adjacent lots, drains, roads or walks, or prejudicial to the general safety and appearance of the grounds or inconvenient to the public, they must be removed. It is the responsibility of the interment rights holder to remove the offending tree or shrub or parts thereof. If the rights holder does not take responsibility for this task, the Board has the right to remove such trees or shrubs or parts hereof. No replacement trees or shrubs are permitted. No trees or shrubs are allowed at any grave.

Flowers placed on a grave for a funeral shall be removed by the cemetery staff after a reasonable time to protect the sod and maintain the tidy appearance of the cemetery.

Implements or materials used in doing any work within the cemetery shall be removed without delay and if this is not done the Groundskeeper shall remove the same. The Cemetery Board is not responsible for lost, stolen or damaged implements or materials used in doing any work in the cemetery.

## **H. BY-LAWS OUTLINING ITEMS THAT ARE PROHIBITED AND PERMITTED**

The cemetery reserves the right to regulate the articles placed on lots or plots that pose a threat to the safety of all interment rights holders, visitors to the cemetery and cemetery employees, prevents the cemetery from performing general cemetery operations, and/or are not in keeping with the respect and dignity of the cemetery. Prohibited articles will be removed and disposed of without notification.

The following is a list of articles that are prohibited from being placed on lots within the cemetery: articles made of hazardous materials such as non-heat resistant glass (excludes glass attached to monuments), ceramics, or corrosive metals; loose stones or sharp objects; trellises or arches; chairs or benches.

The cemetery reserves the right to disallow or remove quantities of memorial wreaths or flowers considered to be excessive and that diminishes the otherwise tidy appearance of the cemetery.

## **I. 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 cemetery operator 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:

- WSIB coverage
- Occupational Health and Safety compliance standards
- Environmental Protection
- WHMIS
- 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 within 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 cemetery operator.

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 meters 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 in order to protect the surface from damage. Where possible, each grave shall be of sufficient depth to give a covering of at least 3 feet of earth over the outside cover of the vault. In digging a grave, no ground shall be placed directly on the adjoining lots, and

after filling in the grave, the surplus ground material shall be removed to such a place as may be designated by the caretaker.

Heavy loads shall not be permitted in the cemetery when the roads are in an unfit condition.

No monumental work shall be delivered at the cemetery until the 2014 foundation is completed.

All implements 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 in such manner and at such time and to such place as the cemetery operator may order. Otherwise the obstructions will be removed, and the expense charged to the company doing the work.

Any workman who damages any lot, monument or other structure, or otherwise causes any damage or injury in the cemetery, shall be personally responsible for such damage or injury, and in addition, his employer shall be liable.

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NOTE: The by-laws were approved by the Ministry of Consumer Services, November 12<sup>th</sup>, 2013.