



Crediton Cemetery

Hereinafter referred to as “the cemetery operator”

40 Victoria Ave West,
Lot 11, Concession 7 Stephen Ward
South Huron, ON N0M 1M0
County of Huron

Cemetery By-laws

These by-laws are the rules that govern the operations of The Appin Cemetery located at 22886 Thames Road, Appin Box 864, Glencoe, ON N0L 1M0. They are in compliance with the Funeral, Burial and Cremation Services Act, 2002 (FBCSA), Ontario Regulation 30/11 (O. Reg. 30/11) and Ontario Regulation 184/12 (O. Reg. 184/12), and have been approved by the Registrar, FBCSA, Bereavement Authority of Ontario (BAO) (“the Registrar”).

Effective date: April 29, 2025

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A. DEFINITIONS

BAO: means the Bereavement Authority of Ontario.

Board: means the Crediton Cemetery Board.

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

By-laws: The rules under which the Crediton cemetery operate.

Care and Maintenance Fund: The FBCSA, O. Reg. 30/11 and O. Reg. 184/12 require that an amount of money, that is the greater of a minimum prescribed amount and a percentage of the purchase price (excluding tax) of all interment rights, and prescribed amounts for monuments and markers, be contributed into the operator's care and maintenance trust fund. Interest earned from this Care and Maintenance Fund is used to cover the costs of care and maintenance of the cemetery, including markers and monuments, in perpetuity.

Cemetery: Is the land set aside to be used for the interment of human remains as well as any structures and buildings at Crediton Cemetery. Located at 40 Victoria Ave West Lot 11, Concession 7, Stephen Ward, South Huron, County of Huron.

Chair: Is that person appointed by the Board from its members to act as presiding officer for Board meetings

Columbarium: Granite structure housing niches.

Contract: A written contract between the cemetery operator and the purchaser of interment or scattering rights or other cemetery supplies and services. Purchasers shall receive a copy of the signed contract detailing the obligations of both parties and acknowledging 1. Receipt of the cemetery by-laws, 2. A copy of the BAO's publication *A Guide to Death Care in Ontario* ("Consumer Information Guide") and 3. The operator's current price list.

Corner Posts: 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.

Cremated Remains: Means all recoverable skeletal bones of a dead human body that remain after cremation in a crematorium. Bone fragments are mechanically processed to reduce the particle size.

FBCSA: Funeral, Burial, Cremation and Services Act

Grave: (also known as a lot) means any inground burial space intended for the interment of a child, adult or cremated human remains.

Income: means the interest or money earned, including the compounding thereof, by the investment of funds.

Interment: means the burials of human remains and includes the placing of human remains in a lot.

Interment Right: The right to require or direct the interment or disinterment of human remains or cremated human remains in a grave, lot, and to authorize the installation of a monument or marker.

Interment Rights Certificate: The document issued by the cemetery operator to the purchaser once the interment rights to a specific lot have been paid in full, identifying ownership and authority over those specific interment rights.

Interment Rights Holder: The person(s) authorized or entitled to authorize the interment of 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.

Lot: An area of land in a cemetery containing, or set aside to contain, interred human remains. This includes a niche in a columbarium.

Marker: Any permanent memorial structure – upright monument, plaque, headstone, cornerstone footstone, or other structure or ornament affixed or intended to be affixed to a burial lot and used to indicate the location of a burial.

Monument: (also called a marker) means a permanent memorial structure projecting above the level of the ground.

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

Opening and Closing Fee: The fee charged by the cemetery operator to excavate a grave for an interment and then refill the grave, or to open and re-seal a niche, or urn with cremated remains.

Plot: Two or more lots in respect of which the rights to inter/bury have been sold as a unit.

Pre-need Supplies: Means cemetery supplies or services that are not required to be provided until the death of a person alive at the time the arrangements are made

Secretary Treasurer: Means that person appointed by the Cemetery Board to carry out the functions of both secretary and treasurer for the Crediton Cemetery Board

Trustee: Means the Financial Institution which is entrusted with the management and investment of the Perpetual Care and Maintenance Fund

Worker: Volunteer, cemetery board member

B. GENERAL INFORMATION

Hours of Operation: Entrance to the cemetery after dusk is prohibited.

Visitation – Cemetery grounds are open to visitors from dusk to dawn.

Office Hours – 8:00 a.m. to 7:00 p.m.

Burial Hours – 9:00 a.m. to 5:00 p.m.*

*May be adjusted for a service at the discretion of the Cemetery Board

Please note that interments during the winter months may occur depending on weather conditions. Should a winter interment be necessary or desirable, an extra charge as set out in the pricing list will apply.

General Conduct:

The cemetery operator 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. Police will be notified, and charges may be laid.

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

Please refrain from walking over burial lots out of respect for the interred.

Young children must be accompanied by an adult.

Alcohol/ drug use is prohibited within the cemetery.

All persons are prohibited from picking flowers, disturbing any trees, shrubs, or plants growing at the cemetery other than in maintenance of their own burial lot.

No picnic, party, or large assembly is permitted on the cemetery grounds except a funeral or memorial service.

Funeral processions must follow the designated route and proceed in a coordinated manner behind the Funeral Director overseeing the service. Cemetery roadways must remain clear and unobstructed at all times.

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, columbarium niche, mausoleum crypt, monument, marker, or other article that has been placed in relation to an interment or scattering right, except for loss or damage caused by gross negligence of the cemetery operator.

If someone is injured in a personal accident while visiting the cemetery, the Board absolves itself of any liability in connection therewith except if accident is caused by gross negligence of the cemetery.

Correction of Interment Errors:

In case of an error made by the cemetery operator during an interment, disinterment or removal, or in the transfer of any interment rights for a lot, plot, crypt or niche, the cemetery operator reserves the right to correct the error, and will take the following action, in consultation with the interment rights holder or their authorized representative:

- In the case of a transfer of interment rights, cancel such transfer and substitute and grant in lieu thereof other interment rights such as lot, plot, of equal or greater value and

similar location as far as is reasonably possible and as may be selected by the cemetery operator, in its sole and absolute discretion, or refund a portion or all the money paid on account of the purchases of said interment rights, as shall be determined by the cemetery operator.

- In the event of any such error that may involve the interment or disinterment or removal of the remains of any person or persons in any lot, plot, the cemetery operator, upon written notification of the interment rights holder and the Medical Officer of Health, as necessary, may disinter and re-inter the remains in such other lot, plot, grave, of equal or greater value and similar location as may be substituted and granted in lieu thereof.

Public Register:

As required by the FBCSA, all cemetery and crematorium operators must maintain a public register that is available to the public for review during regular office hours or by appointment, and without charge.

The documentation in the cemetery register is cemetery property and can only be viewed in the presence of the cemetery operator. The reproduction of these files, in any form – including copying, photocopying, or photographing – is not permitted.

Information from the Public Register may not be used for commercial purposes or for the intent of generating profit.

Pets:

Dogs are not allowed on cemetery grounds unless they are service dogs.

Pet Interment: Full body or cremated pet remains are not allowed to be interred or scattered anywhere on cemetery grounds.

Duties of the Cemetery Board:

Board: The Crediton Cemetery shall be governed by the Crediton Cemetery Board. The board shall consist of a minimum of 5 members. A quorum is met at meetings when there are half the members plus one in attendance. The Board shall meet on a regular basis at the call of the Chair. If interested in applying to join the cemetery board, notify a board member of your interest and complete the application. Your name will be identified at the next cemetery meeting and your application will be reviewed at that time. When a seat becomes available, all applications will be reviewed

Chair: The chair is appointed annually by the Board and presides at Board meetings. The chair or his/her delegate will coordinate any special funeral service requirements with funeral homes. The chair or his delegate will coordinate with cemetery lot digger for full or cremated remains. The chair or his delegate will coordinate with monument stone businesses for the placements of monuments.

Secretary-Treasurer: Is appointed by the Board. Duties include Record minutes of meetings, record all monies received and deposit into bank, record and pay all expenses, balance all activity with the bank statements, present financial statements at board meetings, will prepare all government forms including the cemetery licence and the care and maintenance forms and

submit the appropriate cheques when required, prepare and record contracts for Certificate of interment rights, interments and disinterments, cemetery supplies and services. The secretary will keep these records. The secretary treasurer is the official signing authority of the Board in respect to certificates and cheques. A minimum of one Board member will also be appointed by the Board to have signing authority with the bank.

Cemetery Members: Are under the jurisdiction of the Board and shall plan any work under the approval and instruction of the Board. Any material shall be stored and all debris disposed of according to the Board's instructions. Members must cease work near the site of a funeral service or at any other time when requested to by the Chair. The Chair or his delegate and a Board member will mark out graves for burial as well as monument sites. Any worker, who disregards the rules of the Cemetery Board, shall be subject to the discipline of the Board. Anyone wishing off the Board needs to provide a letter, dated and signed.

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; and
- 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-laws and by-law amendments are subject to approval of the Registrar, FBCSA, BAO and do not come into force until approval is received

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 and consent from the Registrar, FBCSA, BAO, where necessary.

C. PURCHASE, RESALE, TRANSFER, & CANCELLATION OF INTERMENT RIGHTS

Purchase of Interment Rights:

The purchase of interment rights is not a purchase of real estate or real property. Interment right holders acquire only the right to direct the burial of human and/or cremated remains, and the installation of monuments, markers, and inscriptions, subject to the conditions set out in these cemetery by-laws. No burial, or installation of any monument, marker, inscription, or memorialization is permitted until the interment rights have been paid in full and the interment rights certificate has been issued.

The price for lots or plots shall include the deposit to the Care and Maintenance Fund as per the FBCSA.

In accordance with the FBCSA and regulations, the purchaser of interment or scattering rights must enter into a contract with the cemetery operator, providing such information as may be required by the cemetery operator for the completion of the contract and the public register. The purchaser will receive:

1. A copy of the contract
2. A copy of the cemetery by-laws
3. A copy of the price list
4. The BAO's publication *A Guide to Death Care in Ontario*, also known as the "Consumer Information Guide."

The interment rights certificate will be forwarded to the person(s) listed as the interment rights holder(s) in the contract, after full payment is received.

Cancellation of Interment Rights Within 30-day Cooling Off Period:

A purchaser has the right to cancel a contract for interment rights within thirty (30) days of signing the interment 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 the date of the request for cancellation. However, if any portion of the interment rights purchased in this contract have been exercised, the contract is deemed to have been fulfilled, and the rights holder no longer has the right to cancel the contract and receive a refund for the rights purchased.

Resale, Cancellation or Transfer of Interment Rights after the 30-Day Cooling Off Period:

RESALE OF INTERMENT/SCATTERING RIGHTS IS PERMITTED. The rights holder has the right to sell their interment rights to a third-party before the rights are exercised, at an amount that is no greater than the price of those rights as indicated on the Crediton cemetery current price list at the time of resale. Before reselling the rights, the rights holder may first inquire whether the cemetery operator is willing to repurchase the rights at a negotiated price. Any resale of interment rights shall be in accordance with the requirements of the cemetery by-laws and in keeping with the FBCSA and Ontario Regulations.

Requirements for a Third-Party Resale:

Upon selling the rights to a third-party purchaser, the rights holder must provide the third-party purchaser the following:*

- The interment/scattering rights certificate endorsed with the following:
 - A statement signed by the rights holder selling the rights, acknowledging the sale to the third-party purchaser.
 - A signed confirmation by the cemetery operator that the person selling the rights is shown as the rights holder in the cemetery's records.
 - The date on which the rights were sold to the third-party purchaser.
 - The name and address of the third-party purchaser.
 - A statement of any money owing to the cemetery operator in respect to the rights.
- A written statement of the number of lots/scatterings that have been used in the plot/scattering grounds to which the rights relate and the number of lots/scatterings that remain available.

- Any other documents in the rights holder's possession relating to the rights.
- A copy of the current cemetery by-laws.

After the rights holder sells the rights to a third-party purchaser but before the purchaser exercises those rights, the purchaser must provide the cemetery operator with the endorsed certificate and any other information that the cemetery operator requires to issue a new certificate in relation to the rights.

Upon completion of the above listed procedures, and upon the issuance of the new interment or scattering rights certificate, the third-party purchaser shall be considered the current interment or scattering rights holder(s) and the purchase of the interment or scattering rights via the resale shall be considered final in accordance with the cemetery by-laws and the FBCSA.

***Transfer of Interment Rights:** If the rights holder transfers the rights to another person for no consideration (no money), the same obligations described above apply, with necessary modifications, to the rights holder and the transferee.

Administration fee for resale or transfer: In the case of a resale or transfer of rights, an administration fee applies for the cemetery operator to issue a new rights certificate to the third-party purchaser or transferee, as applicable. The fee, which is set out on the cemetery price list, is also charged for replacement of lost or damaged certificates.

D. INTERMENT/BURIAL RIGHTS

Opening and Closing of Graves or Lots:

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

The cemetery retains the right of passage over every grave so that the cemetery operations may be performed effectively.

The cemetery reserves the right to temporarily relocate a monument or marker if required to open and close a lot. The cemetery may also temporarily place the removed soil on an adjacent lot while an interment or disinterment is being carried out. The cemetery will make reasonable efforts to restore all lots after the interment or disinterment has been completed.

Authorization, Information and Documents Required for a Burial: The following items are required before an interment can take place:

- **Contract:** For each burial or entombment of human remains or cremated human remains, the purchaser or rights holder(s) must enter into a contract as described above in **Purchase of Interment Rights**.
- **Written Permission of Interment Rights Holder(s):** Interment rights holder(s) may be required to provide identification and written direction and authorization prior to an interment/burial taking place. Should the rights holder(s) be the deceased, authorization/instructions must be provided in writing in a will (copy of will), by the

person authorized to act on behalf of the interment rights holder in keeping with the *Succession Law Reform Act* (i.e., Estate Trustee or authorized next of kin) or Letters of Administration – the Board will recognize the residual beneficiary of the Estate of the interment rights owner as the transferee or in cases where the estate is evenly divided, affidavits signed by all beneficiaries approving the transfer to one or more family members shall be accepted by the Board.

- **Proof of Registration of Death:** A burial permit issued by the Registrar General (or equivalent document for deaths that occurred outside the province of Ontario) showing that the death has been registered must be provided to the cemetery operator prior to an interment taking place.
- **Interment of Cremated Remains:** A Certificate of Cremation must be submitted to the cemetery operator prior to the burial of cremated remains.
- **Payment:** Interment rights and all services must be paid for in full to the cemetery operator before a burial may take place.

Scattering of Cremated Remains: Scattering of cremated remains is prohibited anywhere on cemetery grounds.

Notice Required: The cemetery requires a minimum of 36 business hours' notice for each interment of human remains and/or cremated human remains. Remains must be delivered to the cemetery for interment in a closed casket or rigid container. Bodies delivered or presented only in a shroud will not be accepted for interment.

Winter burials shall take place, weather conditions and snow accumulation permitting. Should a winter interment be necessary or desirable, an extra charge as set out in the pricing list will apply. **If a burial is delayed over the winter, notification of the actual burial to the family is the responsibility of the funeral director.**

Every effort will be made to complete a burial on the assigned day and time. If due to inclement weather conditions, health and safety concerns, or conditions beyond the cemetery operator's control, if an interment cannot be made at the scheduled time, the cemetery operator reserves the right to reschedule. The burial shall be completed as soon as possible.

Each grave shall be at least 8 feet long and 3 feet wide, excluding space for the monument. The cemetery operator shall ensure that the full burial interred human remains are buried at least two (2) feet beneath the natural level of the ground surface.

No interment shall take place on a Sunday or on a legal Statutory holiday except by special arrangement. All burials must arrive at the cemetery before 4pm on weekdays in order to be completed before the end of the working day.

Burial Allowances for a Single Lot:

The Crediton Cemetery allows one (1) casket interment **OR** one (1) casket plus (3) cremated remain interment (provided the casket interment takes place first*) **OR** up to three (3) cremated

remains to be interred in a single grave, but this applies only to empty graves/lots purchased after the implementation of the updated by-laws.

For existing lots purchased prior to the updated by-laws:

The Crediton Cemetery allows one (1) casket interment **OR** one (1) casket plus two (2) cremated remain interment (provided the casket interment takes place first*) **OR** up to two (2) cremated remains to be interred in a single grave, but this applies only to empty graves/lots. If a lot already contains two cremation burials, a third cremation interment is not permitted.

Upright monuments are not allowed on single graves under the current by-law provisions.

*Where cremated remains are interred prior to casket interment(s), all attempts will be made to locate and temporarily remove urns to facilitate casket burials. For better retrievability of the cremated remains, they should be in an urn or container that is non-biodegradable and is not breakable (urn vaults are not mandatory but are recommended). There is no guarantee that cremated remains interred in a biodegradable urn or without an urn vault can be retrieved. The cemetery operator is not responsible if there is an issue or failure with the urn or container and there is a leakage of the cremated remains which may not be recoverable. Cremated remains disinterred in advance of a full body burial will be temporarily stored in a secure location, which will be documented by the cemetery operator. There may be additional costs for the cremated remains disinterments as part of the casket opening & closing costs (please see the cemetery price list). Please also see further provisions under the **Disinterment** section.

A niche in a columbarium will hold two (2) cremation urns of regular size.

All burials are single depth. No double depth burials are permitted in the Crediton Cemetery.

Outer containers/Vaults: Vaults and/or Outer containers (concrete liners) are recommended for casket interments/burials.

A vault cannot be used with a cremation burial over a full burial if there will be less than 6 inches of natural ground cover.

All vaults must be set up and serviced by the supplier of the vault under the supervision of the cemetery operator.

E. DISINTERMENT

Human remains may be disinterred from a lot with the written consent of the interment rights holder and prior notification to the local Medical Officer of Health. Notification to the local Medical Officer of Health is not required for the disinterment of cremated remains from a lot or niche. 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. The cost of the disinterment is the responsibility of the interment rights holder.

In some circumstances, the disinterment of human remains may be ordered by one or more public officials (e.g., Court Order, Coroner's Office etc.) and will take place without the consent of the interment rights holder(s) and/or next of kin.

The cemetery is not responsible for damage to any casket, urn, container or vault which may occur during a disinterment. Additionally, due to the length of time that a casket, urn, container or vault has been interred and the conditions to which it has been exposed, the cemetery cannot guarantee that it can retrieve the complete casket, urn, container or vault interred in the cemetery. Should a new casket, urn or container be required at the time of disinterment, it shall be at the expense of the party authorizing the disinterment. Additionally, the cemetery operator has the right to request that a licensed funeral director be present for the disinterment at the expense of the party authorizing the disinterment.

Disinterments will be scheduled at a day and time designated by the cemetery operator. The cemetery operator reserves the right to close the cemetery or the section where the disinterment is to take place. Only those persons required or permitted by the cemetery to attend a disinterment shall be allowed to enter the cemetery or the section involved during a disinterment.

If reinterment does not take place within the same lot and if existing memorialization (monument, marker) needs to be removed, it will be at the expense of the person authorizing the disinterment.

Once a disinterment has been completed, the lot space shall be considered available to the interment rights holder for a new interment, transfer or resale in accordance with these by-laws. If the grave space from which a disinterment has occurred is transferred or resold, the new interment rights holder must be made aware of the previous disinterment and agree in writing to such knowledge as part of the transfer or resale agreement.

Columbarium By-laws:

Payment must be made to the cemetery operator in full before an interment may take place.

The total number of cremated remains that may be placed in any niche is two (2).

Any urn which is too large to fit within a niche will not be interred in the columbarium.

Only the cemetery operator may open and seal niches for interments. This applies to the inside sealer and the niche front.

To ensure quality control, desired uniformity and standard of workmanship, the cemetery reserves the right to inscribe all niche fronts or install all lettering, vases, adornments, or any other approved attachment. Any unapproved adornments are prohibited and will be removed without notice.

No person other than cemetery staff shall remove or alter niche fronts

No flower arrangements, plants, wreaths, toys or mementos are permitted to be placed near the columbarium except at the time of interment and needs to be removed upon its completion.

F. MISCELLANEOUS

Cemetery Care and Maintenance:

A portion – 40% or a minimum legislatively prescribed amount, of the price of interment or scattering rights must be deposited and trusted into the cemetery's Care and Maintenance Fund. The income generated from this trust fund is used to maintain, secure and preserve the cemetery grounds and markers in perpetuity. Services that can be provided through this fund include:

- Lawn care, re-leveling and sodding or seeding of lots or plots
- 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
- To the extent that income from the Care and Maintenance Fund permits, the cemetery operator will stabilize and secure markers and monuments within the cemetery.

Care & Planting:

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.

No person other than cemetery staff shall remove any sod or in any other way change the surface of the burial lot in the cemetery.

No flower bed, monument or marker will be allowed on any lot until unpaid charges are paid.

No person shall plant trees or shrubs in the cemetery except with the approval of the cemetery operator. Rights owners are permitted to plant flowers on their own lot. The flower bed can run the length of the monument but no more than 18 inches deep.

If existing trees become detrimental because of appearance, or its roots effect lots, drains, roads or walks, cemetery employees may remove the tree(s).

Flower bed maintenance, pruning, fertilizing, watering etc. are the sole responsibility of the interment rights holder.

Fresh cut flowers are permitted year-round and must be placed in the designated planting area or in a non-breakable, non-corrosive flower vase adjacent to the memorial. Fresh cut flowers that have become unsightly and empty flower vases need to be removed by the interment rights holder or will be removed and disposed of by the cemetery operator without notice.

Should plant material (e.g., trees, shrubs, gardens, etc.) become unsightly, neglected, obscure the monument, or infringe on an adjacent lot or plot, the plant material will be removed by the cemetery operator and the area restored to lawn. The removal of plant material may also be necessary for the opening of a grave. The cemetery operator will not be held liable for the removal of any plant material.

Items that are Prohibited and Permitted:

The cemetery operator 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/workers, prevents the cemetery from performing general cemetery operations, or are not in keeping with the respect and dignity of the cemetery. At no time should articles interfere with other interment rights. Prohibited articles will be removed and disposed of without notification.

Articles placed on lots are the sole responsibility of the interment rights holder(s). The cemetery operator cannot be held responsible for the loss or damage of any articles placed within the cemetery.

Prohibited articles: The following articles 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 operator reserves the right to remove and dispose of any article deemed prohibited without notice. Please contact the cemetery for clarification prior to purchasing or placing any articles on a lot.

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

Toppers, and flower saddles, may be placed in the cemetery from May 1st until Oct 31st. In order to prepare the grounds for spring, any wreaths must be removed by Oct 31st. Wreaths not removed by then may be removed and disposed of by the cemetery without notification.

Memorialization:

No memorial or other structure shall be erected or permitted on a lot until all charges have been paid in full and/or written consent is obtained from the cemetery operator.

No monument, 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 base of an upright monument due to grass/lawn maintenance is considered normal wear and tear.

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 unless it is as a result of negligence by the cemetery.

Memorials – monuments, markers, plaques etc. are owned by the interment rights holder and the cemetery operator is not responsible for their loss or deterioration. Interment right holders may wish to consider adding memorials to their own insurance coverage.

To prevent interference with future interments and optimize cemetery maintenance, the cemetery operator reserves the right to set out the maximum size of monuments, their

number and their location on each lot or plot.

Temporary markers will be allowed up to 14 days after the interment, after which time, the interment rights holder needs to remove it. The cemetery operator reserves the right to remove and dispose of them without notice.

The installation of small scale columbariums (including niche monuments) may affect the total permitted interments within a lot or plot. In addition to the cemetery operator's approval, plans must be filed with the Registrar BAO. Large scale projects (15 cubic metres or greater) require the consent of the Registrar BAO.

No monument shall be delivered to the cemetery for installation until the monument foundation has been completed, and permission has been obtained by the cemetery operator.

To ensure quality control, desired uniformity and standards of workmanship, all foundations for monuments and markers shall be contracted to be built for the cemetery operator at the expense of the interment rights holder.

A monument shall be erected only after the specific design plans have been approved by the cemetery operator including dimensions, material of the structure, construction details, and proposed location.

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.

In keeping with the cemetery by-laws only one (1) monument shall be erected within the designated space on any lot.

The minimum thickness for flat markers including footstones is 4 inches or 10 cm. Any flat marker larger than 172 sq inches requires a foundation. All monuments and markers shall be constructed of bronze or natural stone (ie granite).

All monuments shall be set on a concrete foundation the size of the base of the monument. Foundations shall be constructed and installed by the memorial dealer at the expense of the rights holder. The base for the monument is to be not less than 1.37M (54") below the surface of the ground.

No monument shall be delivered to the cemetery for installation until the monument foundation has been completed, and the interment right holder and or marker retailer have been notified by the cemetery operator.

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 to remove the risk.

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

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 unless it is as a result of negligence by the cemetery.

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.

All headstones and flat markers must remain within the headstone allotment adjacent to each lot.

Tents from approved vendors are permitted for interment services only.

Single lot maximum: flat marker

Double lot maximum: one (1) upright stone. Base 42 inches.

Cremation single lot: marker

Contractor/Monument Dealer By-laws:

Any contract work to be performed within the cemetery (including but not limited to landscaping, delivery and installation of monuments and markers, inscriptions) requires the written pre-approval of the interment rights holder and the cemetery operator before the work may begin.

Pre-approval documents include design drawings, plans and detailed specifications relating to the work, proof of all applicable government approvals and permits, and the location of the work to be performed. It is the responsibility of all contractors to report to the cemetery operator 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
- Evidence of liability insurance of not less than \$2,000,000
- Environmental Protection
- WHMIS

The Board shall not be liable for any injuries to outside contractors or workers. Neither the Board, or its workers shall be responsible for the loss or damage to any tools or materials left at the cemetery and belonging to a dealer or salesman.

All cemetery by-laws apply to all contractors and all work carried out by contractors within the cemetery grounds.

Any contractor or his employee, shall be liable for any damage caused to any lot or monument.

No work will be performed at the cemetery except during the regular business hours of the cemetery. Contractors, monument dealers and suppliers shall not do any work in the cemetery in the evening (after dusk), weekends or statutory holidays, unless prior approval has been granted by the cemetery operator.

The cemetery operator 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 shall temporarily cease all operations if they are working within 100 feet of a funeral until the conclusion of the service.

To protect the grounds from surface damage, contractors, monument dealers and suppliers shall lay wooden planks on the burial lots and paths over which heavy materials are to be moved. All open excavations will be protected to prevent any personal injury. All worksites must be restored to their original state.

For the safety of all visitors and staff, all work sites must be secured when left unattended. Contractors working within the cemetery must remove all implements, equipment and garbage from the cemetery at the end of each workday and at the conclusion of the work unless approval is granted by the cemetery operator.

When a marker or monument is purchased at a dealer, a fee shall be payable to the memorial dealer who shall forthwith pay to the Crediton Cemetery. This will be deposited into the Care and Maintenance Fund.

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.

If roads are in a soft condition, no heavy loads are permitted into the cemetery.

APPROVED	APPROUVÉ
By the Registrar, Funeral, Burial and Cremation Services Act, 2002, Bereavement Authority of Ontario	Par le Registrateur, <i>Loi de 2002 sur les services funéraires et les services d'enterrement et de crémation,</i> l'Autorité des services funéraires et cimetières de l'Ontario
Date: April 29, 2025	