WILLOW BANK CEMETERY

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4714 Country Road #2 PO Box 123
Gananoque ON K7G 2T7
www.willowbankcemetery.ca

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BY-LAWS (2018)



Approved
by the
Bereavement Authority of Ontario (BAO)

July 17th, 2018

Willow Bank Cemetery was established in 1856 and is considered a classic 19th Century garden cemetery. It also contains a historically significant stone masonry Winter Vault constructed 1886. The Cemetery is situated on the former Kings Highway #2, now County Road #2, in the Township of Leeds & the Thousand Islands in the County of Leeds & Grenville, Ontario.

The Cemetery is administered by a volunteer Board of Directors and is a licensed non-profit charitable organization. The contact mailing address is Box 123, Gananoque, Ontario, K7G 2T7.

The Board of Directors of Willow Bank Cemetery, in discharge of its' responsibilities, appeals to the public to cooperate by following these By-laws (2018), which have been adopted for the upkeep and improvement of the Cemetery as a becoming and respectful place for the interment of the deceased.

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These by-laws are the rules and regulations that govern **WILLOW BANK CEMETERY** and have been approved by the Registrar, *Funeral, Burial and Cremation Services Act*, 2002 (FBCSA), Bereavement Authority of Ontario (BAO).

A. DEFINITIONS

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

Burial Permit: a permit issued by the Office of the Registrar General, as defined in the Vital Statistics Act, RSO 1990, c.V.4, Form 19.

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

Care and Maintenance Fund: It is a requirement under the FBCSA and O. Reg. 30/11 and 184/12 that a prescribed amount or a percentage of the purchase price (excluding tax) of all interment rights sold, transferred, assigned or permitted; and prescribed amounts for monuments and markers, is contributed into the care and maintenance fund. Revenue earned from this fund is used to provide care and maintenance of the Cemetery. Referred to as Perpetual Care Fund in the past.

Certificate of Cremation: certificate issued by a registered crematorium approved or established under the Act.

Columbarium: an above ground structure designed for the purpose of entombment of cremated human remains in niches.

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

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

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

Human Remains: means a dead human body and includes a cremated human body.

Interment Right: The right to require or direct the interment of human remains or cremated human remains in a grave, lot or niche 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 inter human remains in a specified lot. They may be the person named in the Interment Rights Certificate or such other person to whom the rights have been assigned.

Lot: For the purposes of these By-Laws a lot is a single grave space.

Marker: Shall mean any permanent memorial structure – monument, plaque, headstone, cornerstone or other structure or ornament affixed or intended to be affixed to a burial lot, columbarium niche or other structure or place intended for the deposit of human remains and may be used to indicate the location of a burial.

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

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

B. ADMINISTRATION

- 1. The officials of the Company shall consist of a Board of Directors, at least nine in number and not to exceed eighteen.
- 2. The Directors shall be elected at an annual meeting of the Interment Rights Holders of the Cemetery and may be reaffirmed yearly.
- 3. The annual meeting shall be held at a time and place designated by the President in the Cemetery grounds if possible.
- 4. Notice of annual meetings must be by advertisement in the local newspaper.
- 5. They who shall be entitled to take part in the annual meeting and vote on motions, are bona fide Interment Rights Holders for lots in the Cemetery.
- 6. Immediately following the annual meeting, the Directors shall hold a meeting to appoint their President, Vice-President, Secretary, Treasurer, Registry Officer, Cemetery Operations Officer and any other business which may be necessary.
- 7. It shall be the duty of the Board of Directors to set rates for services in the Cemetery and the sale price of lots.
- 8. The President shall summon all meetings of the Directors and shall preside at same.
- 9. It shall be the duty of the Treasurer to keep accurate records of all monies taken in and paid out by the Cemetery.
- 10. The Treasurer shall submit to the annual meeting a report of all the receipts and disbursements for the year and a statement of the financial standing of the Cemetery Company.
- 11. The Treasurer shall, upon retirement, turn over to the Board of Directors, all papers, books, records held or used during their term of office, also the maps and the seal of the Cemetery.
- 12. The Board shall be responsible for the administration, management, care, maintenance, and improvement of the Cemetery.
- 13. The Board shall have the authority to engage and authorize caretakers, employees or agents to carry out the duties of the Board.
- 14. The Directors shall keep such registers, records and books as are necessary for properly recording all matters, acts, interment rights certificates and matter pertaining to the Cemetery as come within their respective jurisdiction, and as may be prescribed.

C. GENERAL INFORMATION

Visitors:

 Visitors are always welcome at the Cemetery during the open hours, from sunrise to sunset. They are asked to remember the respect due to the dead.

General Conduct:

- 1. The Cemetery reserves full control over the Cemetery operations and management of land within the Cemetery grounds.
- 2. No person may damage, destroy, remove or deface any property within the Cemetery.
- 3. All visitors should conduct themselves in a quiet manner that shall not disturb any service being held.
- 4. Vehicles within the Cemetery shall be driven at a moderate rate of speed and shall not leave the avenues.
- 5. Proprietors of vehicles and their drivers shall be held responsible for any damage done by them.
- 6. 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.
- 7. Children under the age of twelve (12) year are not admitted to the grounds except in charge of an adult, who shall be responsible for their good conduct and shall see that they do not run over lots and graves.

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:

- 1. Notice of by-law amendments must be published once in a newspaper with general circulation in the locality in which the cemetery is located and contact information; Copies of by-law amendments must be made available to the public upon request;
- 2. Conspicuously posted on a sign at the entrance of the Cemetery (winter vault) for 4 weeks; and
- 3. 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.
- 4. All by-laws and by-law amendments are subject to the approval of the Registrar, FBCSA, BAO.

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, 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.

Public Register:

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

Pets or Other Animals:

Pets or other lower animals, including cremated animal remains, are not allowed to be buried 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. SALE AND TRANSFER OF INTERMENT RIGHTS

Interment Rights

Purchasers of interment rights acquire only the right to direct the burial of human remains, and the installation of monuments, markers and inscriptions, subject to the conditions set out in the Cemetery by-laws. In accordance with 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. An interment rights certificate will be issued to the Interment Rights Holder(s) when payment has been made in full. The purchase of interment rights is not a purchase of Real Estate or real property.

Care and Maintenance Fund

It is a requirement under the FBCSA and O. Reg. 30/11 and 184/12 that a prescribed amount or a percentage of the purchase price of all interment rights sold; and prescribed amounts for monuments and markers is contributed into the care and maintenance fund. Revenue earned from this fund is used to provide care and maintenance of the cemetery.

- Contributions to the care and maintenance fund are not refundable except when interment rights are cancelled within the 30-day cooling off period.
- Care and Maintenance: the Cemetery operator shall maintain the grounds of the cemetery, including all lots, structures and markers, to ensure the safety of the public and to preserve the dignity of the cemetery.

Sale Of Interment Rights:

Interment Rights are sold in the following manner:

"Standard Lot" measures four feet wide by ten feet long, inclusive of space allocated for the placement of an upright marker. A standard lot will accommodate one conventional (adult) interment and one cremation interment or up to two cremation interments.

"Cremation Lot" measures four feet wide by five feet long inclusive of space allocated for the placement of a flat marker. A cremation lot will accommodate one cremation interment and permit the placement of one flat marker.

"Columbarium" niches are sold as single or double niches.

Interment Rights for lots or plots, subdivision of lots or plots may be purchased by individuals upon payment of the appropriate rate in accordance with the current Price List. At the time of sale, the Purchaser shall be provided a copy of the following:

- a. copy of the Contract for the Purchase of Interment Rights; and
- b. copy of the Cemetery By-laws: and
- c. copy of the Cemetery Price List; and
- d. copy of the Consumer Information Guide issued by the Bereavement Authority of Ontario
- e. Permission for Interment form

Upon payment in full, the Treasurer shall provide a Certificate of Interment Rights.

- 1. Purchasers of interment rights acquire only the right and privilege of interment of the dead and of placing a marker subject to provisions of the By-law.
- 2. Each purchaser of Interment Rights shall be entitled to an Interment Rights Certificate, but only when all indebtedness has been satisfied and all charges on the lot or plot have been paid.
- 3. The Interment Rights Certificate shall specify the name of the Interment Rights Holder, the size and location of the lot or plot, the date of purchase, the amount paid, the amount deposited into the Care and Maintenance Fund, and a statement regarding transfer of said interment rights.
- 4. The Interment Rights Holder must designate in writing, upon an Interment Permission Form supplied by this Cemetery, the names of other persons (who are not already indicated on the Interment Rights Certificate) permitted interment within their lot or plot, subject to the by-laws of this Cemetery.
- 5. The Cemetery reserves the right to correct at its expense any error that may be made by its authorized representative in providing for interment or disinterment, or in the description, conveyance or transfer of interment rights. The Cemetery may cancel such conveyance and substitute and convey in lieu thereof-other interment rights of equal value and similar location, as far as is possible, or may refund all monies paid on account of such purchase. Notice of such correction shall be given to the Interment Rights Holder. If unable to be delivered personally, notice shall be provided by mail to the Interment Rights Holder or legal representative at the last appearing address in the record books. In the event that any such correction involves the disinterment of human remains, the Cemetery shall obtain the approval of the Medical Officer of Health and consent of the Interment Rights Holder.

Transfers:

1. For the purpose of this subsection, "transfer" means a gift, a bequest or any other transfer made without consideration. If an Interment Rights Holder wishes to transfer their Interment Rights, notice must be given to the Cemetery and the original Certificate of Interment Rights must be returned.

The Cemetery shall issue a new certificate of interment rights to the transferee. The transfer of ownership of Interment Rights is not binding upon the Board until a duly executed transfer has been submitted to the Cemetery.

- 2. Upon receipt of a request in writing from the Interment Rights Holder specifying the name and address of the transferor and the transferee, and location of the lot or plot, the Cemetery, upon payment of an administration fee, will perform the transfer.
- 3. In case of succession the following will be required in addition to Clause 2 above (unless otherwise ordered by the cemetery operator):
 - a. with a Last Will and Testament:
 - i. in case of a specific bequest of the lot or plot, a Notarial Copy or Court Certified Copy of the will or probate,
 - ii. if no specific bequest, a request in writing from the Executor with a consent of all or a majority of the beneficiaries,
 - b. Intestate:

a request in writing from the administrator with the consent of all or a majority of the heirs-at-law.

E. CANCELLATION OR RESALE OF INTERMENT RIGHTS

ALL RESALES OF INTERMENT RIGHTS MUST BE CARRIED OUT THROUGH THE CEMETERY THE CEMETERY PROHIBITS THE RESALE OF INTERMENT RIGHTS TO A THIRD PARTY.

Cancellation of Interment Rights within 30 Day Cooling-Off Period:

A purchaser has the right to cancel an interment rights contract 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.

Cancellation of Interment Rights <u>after</u> the 30-Day Cooling-Off Period:

- Upon receiving written notice from the purchaser of the interment rights, the cemetery operator will cancel the contract and issue a refund to the purchaser for the amount paid for the interment rights less the appropriate amount that is required to be deposited into the Care and Maintenance Fund. This refund will be made within thirty (30) days of receiving said notice. If the interment rights certificate has been issued to the interment rights holder(s), the certificate must be returned to the cemetery operator along with the written notice of cancellation.
- If any portion of the interment rights has been exercised, the purchaser, or the interment rights holder(s) are not entitled to cancel the contract or re-sell the interment rights.

Resale of Interment Rights after 30 Day Cooling-Off Period:

- Unless the interment rights have been exercised the purchaser retains the right to cancel the contract or re-sell the interment rights to the Cemetery. Once payment for the interment rights has been made in full, and an interment rights certificate has been issued, the interment rights holder(s), as recorded on the cemetery records, has the right to re-sell the interment rights to the cemetery. Any resale of the interment right shall be in accordance with the requirements of the cemetery by-laws and in keeping with the FBCSA and O. Reg. 30/11 and 184/12
- If any portion of the interment rights has been exercised, the purchaser, or the interment rights holder(s) are not entitled to re-sell the interment rights and no refund shall be made.
- An individual wishing to sell their Interment Rights may do so, but only to the Cemetery. The Interment Rights Holder may require by written demand, the Cemetery to repurchase Interment Rights at any time before used.
- Upon receipt of a request in writing and surrender of the interment rights certificate by the Interment Rights Holder, the Cemetery will repurchase the rights at the price listed on the current price list less the amount deposited into the Care and Maintenance Fund. The re-purchase and payment to the rights holder requesting the sale must be completed within 30 days of the request.

F. BURIALS

- 1. Interment Rights Holder(s) must provide written authorization prior to a burial taking place. Should the Interment Rights Holder be deceased, authorization must be provided in writing by the person authorized to act on behalf of the interment rights holder in keeping with the *Succession Law Reform Act* i.e. Personal Representative, Estate Trustee, Executor or next of kin.
- 2. 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 operator prior to a burial taking place. A Certificate of Cremation must be submitted to the Cemetery operator prior to the burial of cremated remains taking place.
- 3. In accordance with the FBCSA and O. Reg 30/11 and 184/12 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 burial of human remains.
- 4. Payment of interment fees must be made to the cemetery operator before a burial/interment can take place.
- 5. The Cemetery shall be given 16 business hours of notice for each burial of human remains.
- 6. The opening and closing of graves and niches may only be conducted by cemetery staff or those designated to do work on behalf of the Cemetery.
- 7. Cremated remains are not permitted to be scattered on a grave containing human remains without the consent of the interment rights holder and in keeping with these by-laws.
- 8. The interment fee includes the opening and closing of the grave/niche and registration of the burial.

G. DISINTERMENT

- 1. Human remains may be disinterred from a lot provided that the written consent (authorization) of the interment rights holder and/or next of kin 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 by the cemetery operator before the removal of casketed human remains from the Cemetery may take place. A certificate from the local medical officer of health is not required for the disinterment of cremated remains from a lot or the removal of cremated remains from the Cemetery.
- 2. 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).

H. MONUMENTS AND MARKERS

- 1. No memorial or other structure shall be erected or permitted on a lot until all charges have been paid in full and/or an authorization is obtained from the cemetery operator.
- 2. No monument, footstone, marker or memorial of any description shall be placed, moved, altered, or removed without permission from the cemetery operator.
- 3. Minor scraping of the monument base of an upright monument due to grass/lawn maintenance is considered 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.
- 5. Memorials monuments, markers, plaques etc. are owned by the interment rights holder and the cemetery operator is not responsible for their loss or deterioration.
- 6. 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.
- 7. 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.
- 8. The cemetery operator reserves the right to remove at its sole discretion any unauthorized marker, monument, or inscription which is not in keeping with the dignity and decorum of the Cemetery as determined by the directors.
- 9. A monument, private mausoleum, or other structure shall be erected only after the specific design plans have been approved by the cemetery operator including: dimensions, material of structure, construction details, and proposed location.
- 10. In keeping with the Cemetery by-laws only one monument shall be erected within the designated space on any lot.
- 11. Markers or footstones of bronze, marble or granite are permitted but must not exceed 24 x 16 inches with a depth of three to five inches.

- 12. Each single grave may be marked on the ground with a marker as in the clause above.
- 13. All monuments and markers shall be constructed of bronze or natural stone (i.e. granite, marble).
- 14. Monuments to be erected shall be set upon adequate concrete bases, and no foundations shall be less than 4 feet in depth. The upper surface of the foundation must extend beyond the monument base on all sides by 3 inches and shall be flush with the ground.
- 15. No monument shall be delivered to the Cemetery for installation until the monument foundation has been completed, and the interment rights holder(s) and/or marker retailer have been authorized by the cemetery operator.
- 16. Markers and footstones of bronze or granite are permitted with size and quantity restrictions as authorized by the cemetery operator and the placement of such memorials shall not interfere with future interments.
- 17. When any monument, gravestone or memorial of any kind is to be removed, or any inscription made or cleaning done, permission must be obtained from the cemetery operator.

I. CARE AND PLANTING

A portion of the price of interment 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 and markers. Services that can be provided through this fund include:

- Re-leveling and sodding or seeding of Lots
- Maintenance of Cemetery roads, sewers and water systems
- Maintenance of perimeter walls and fences
- Maintenance of Cemetery landscaping and trees
- Maintenance of columbarium
- Repairs and general upkeep of Cemetery maintenance buildings and equipment
- 1. If any trees or shrubs situated in any lot shall have, in the opinion of the cemetery operator, become by means of their roots, or branches or in any other way, detrimental to the adjacent lots, drains, roads or walks, or prejudicial to the general appearance of the grounds or inconvenient to the public, the cemetery operator may remove such trees or shrubs or parts thereof.
- 2. No perennial shrubs or trees may be planted without the authorization of the cemetery operator.
- 3. The placement of surface stone or granular materials is not permitted.
- 4. Guidelines for Planting of Shrubs
 - Shrubs may be planted on either end of the marker/monument only.
 - Planting behind the marker/monument is strictly prohibited
 - Fully matured shrubs must not exceed 1m in height and 450mm in diameter. Shrubs will be removed by the cemetery operator if the shrubs exceed these dimensions

- The space allowed can be determined by measuring 500mm from the center of the marker/monument, both ways for a single lot.
- The following identifies suitable shrubs for planting:
 - O Dwarf Alberta Spruce (sun / part sun)
 - o Boxwood (sun / shade / part sun)
 - o Princess Spirea (sun / part sun)
 - O Little Giant Globe Cedar (sun / part sun)
 - o Blue Chip Juniper (sun / part sun)
 - o Bristlecone Pine (sun / part sun)
 - O Dwarf Hinoki Cypress (sun / part sun)
- The placement of edible and/or invasive species of shrubs or plants is strictly prohibited.

5. Guidelines for Planting of Flowers

- Flower beds not exceeding 300mm in width shall be permitted at the base in front of the marker/monument.
- Where there is no marker/monument, flower beds can only be made by permission of and under the supervision of the cemetery operator.
- Planting of borders around lots is prohibited.
- Annuals are suggested but perennials may be planted as long as the perennial is not a flowering bush.
- Rose bushes and invasive species are strictly prohibited.
- Flower beds are required to be cleared of tender plants after the first frost in the
 autumn. Rights holders desiring to take any plants away should do so before
 their removal becomes necessary. To ensure that there is no unauthorized
 interference with flowers or decorations upon the graves or elsewhere in the
 Cemetery, it is necessary to secure permission from the cemetery operator for
 removal.
- 6. Vases, urns and flower stands not properly cared for and as such are not filled with plants by the twentieth of June in any year shall be removed from the lot.
- 7. In order to preserve the proper appearance of the grounds, artificial wreaths must be removed before April first of each year, otherwise the cemetery operator will remove them.
- 8. The installation of the following items are strictly prohibited on cemetery lots:
 - Borders, concrete or masonry edging; heavy duty edging must have proper approval by the Cemetery
 - Fences, railings, walls, cut-stone copings
 - Chipwood
 - Hedges
- 9. Implements or materials used in doing any work within the cemetery shall be removed without delay and if this is not done the cemetery operator shall remove the same.
- 10. No rights holder shall change the grading of a lot, and in case of any such change, the cemetery operator may restore the lot to its original grade at the expense of the rights holder.

- 11. No unauthorized person shall move corner posts, grave markings or sod.
- 12. The Cemetery shall not be responsible for loss of or damage to any articles upon any lot or grave.
- 13. 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 workers, prevents the Cemetery from performing general Cemetery operations, or are not in keeping with the respect and dignity of the Cemetery. Prohibited articles will be removed and disposed of without notification.

J. CONTRACTORS/MONUMENT DEALERS

Any contract work to be performed within the Cemetery requires the pre-approval of the interment rights holder (if work relates to a specific lot) 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 operator and provide the necessary approvals before commencing work at any location on the Cemetery property.

- 1. All Cemetery by-laws apply to all contractors and all work carried out by contractors within the Cemetery grounds.
- 2. 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.
- 3. No work will be performed at the Cemetery except during the regular business hours of the Cemetery.
- 4. 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.
- 5. Contractors, monument dealers and suppliers shall lay wooden planks on the burial lots, paths and general landscape over which heavy materials are to be moved to protect the surface from damage.
- 6. The Contractor, monument dealer shall provide a photograph of the marker/monument to the Cemetery once installation is complete on the cemetery lot.

- 7. 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 place as the cemetery operator may order; otherwise the obstructions will be removed, and the expense charged to the owner of the lot.
- 8. Any workman who damages any lot, tombstone, monument or other structure, or otherwise does any injury in the Cemetery, shall be personally responsible for such damage or injury, and in addition thereto, his employer shall be liable therefore.

K. COLUMBARIUM

- 1. Payment must be made to the cemetery operator before an interment may take place
- 2. Only the cemetery operator may open and seal niches for interments.
- 3. 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.
- 4. No person other than cemetery staff shall remove or alter niche fronts.

L. WINTER VAULT

- 1. Authorization for the use of the winter vault must be obtained from the cemetery operator.
 - In all cases when obtaining authorization, a deposit shall be paid sufficient to cover all expense of interment and vault rent for the time stipulated for the body to remain in the vault.
- 2. All bodies must be removed from the vault by the first of May each year.
- 3. The bodies of persons dying from contagious diseases cannot be admitted to the vault but must be interred.
- 4. The cemetery operator may remove a body deposited in the vault and enter it in a single grave at any time after the expiration of the time for which payment has been made, or at any time should the condition of the body render its interment, in the opinion of the cemetery operator, necessary or expedient.
- 5. Fees for the use of the vault are set forth in the price list.

Approved by the Bereavement Authority of Ontario (BOA)

In accordance with the Funeral, Burial and Cremation Services Act, 2002

File / Licence No. 3283399 / 02079

Date of Approval July 17, 2018

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Board of Directors

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