

ZION LUTHERAN CHURCH And ST. TIMOTHY'S LUTHERAN CHURCH CEMETERY BY-LAWS

TABLE OF CONTENTS

	Page
ARTICLE I	DEFINITIONS2
ARTICLE II	PREFACE4
ARTICLE III	ADMINISTRATION.....5
ARTICLE IV	SALE AND TRANSFER OF LOTS and NICHES.....8
ARTICLE V	INTERMENTS, INURNMENTS AND DISINTERMENTS10
ARTICLE VI	CARE OF LOTS and COLUMBARIA – GENERAL13
ARTICLE VII	MONUMENTS AND MARKERS for LOTS – GENERAL INFORMATION... 14
ARTICLE VIII	MONUMENTS AND MARKERS - DETAILS.....16
	MONUMENTS16
	MARKERS17
ARTICLE IX	COLUMBARIA – GENERAL INFORMATION.....17
ARTICLE X	COLUMBARIA – DETAILS.....17
	NICHE17
	SHUTTER.....18
ARTICLE XI	RULES FOR MONUMENT MAKERS, CONTRACTORS AND WORKERS. 18
ARTICLE XII	RULES FOR VISITORS20
ARTICLE XIII	BY-LAW & OTHER AMENDMENTS21

Article I - Definitions:

1. **"Act"** shall mean the *Funeral, Burial and Cremation Services Act, 2002*.
2. **"Administrator"** shall mean the individual appointed annually by the voting members of the Cemetery Board who is responsible for all administrative matters including sales representative (as defined in the Act and regulations) and records keeping. In the sales representative role, the Administrator is responsible to sell licensed services and supplies on behalf of the Cemetery Board. This will include but not limited to: negotiating and approving all contracts for Interment Rights and other cemetery supplies and services (pre-paid and time-of-need), handling all requests to cancel contracts or have the cemetery buy-back Interment Rights, and record all monies received (land fees, perpetual care fees, and other related fees) and transfer to the Treasurer. The record keeping role involves maintaining all the records of the cemetery, including the public register, to meet the requirements of the Act and regulations. The Administrator is accountable directly to the Cemetery Board.
3. **"Adult"** shall mean, for the purposes of these By-laws, a person who is to be interred in an adult-sized casket.
4. **"Board" or "Cemetery Board"** shall mean the Zion Lutheran - St. Timothy's Lutheran Cemetery Board acting on behalf of Zion Lutheran – St. Timothy's Lutheran Church Cemetery.
5. **"By-law Officer"** shall mean the individual appointed annually by the voting members of the Cemetery Board who is responsible to ensure the Cemetery By-laws are being respected by the Interment Rights Holders and their relatives (e.g., graves, markers, decorations, etc. conform to the By-laws). The By-law Officer is accountable directly to the Cemetery Board.
6. **"Care and Maintenance Fund"**. This is the trust fund in which all monies received by the Cemetery for the care and maintenance of lots, plots, niches and monuments have been invested. This fund is held in trust by a third party. This fund is sometimes referred to as "perpetual care".
7. **"Cemetery"** shall mean the Indsdale Cemetery bound by Round Lake Road, TV Tower Road & Railway Road and the Holmsdale Cemetery bound by Boundary Road, Third Avenue & Hamilton Street in the Township of Laurentian Valley.
8. **"Cemetery Management"** shall mean the Cemetery Board and Administrator.
9. **"Certificate of Interment Rights"** shall mean the document issued by the Cemetery to the purchaser once the Interment Rights have been paid in full, identifying ownership of the Interment Rights.
10. **"Chairperson"** shall mean the Co-chairpersons of the Zion Lutheran - St. Timothy's Lutheran Cemetery Board.

11. **"Child"** shall mean, for the purposes of these By-laws, a person who is to be interred in a half-sized casket (i.e., two such caskets could be interred in a full-sized lot).
12. **"Columbarium"** means a structure containing individual compartments or niches for the placement of human cremated remains.
13. **"Contract" means** for purposes of these By-laws, all purchasers of Interment Rights must sign a contract with the Cemetery, detailing obligations of both parties and acceptance of the Cemetery By-laws.
14. **"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.
15. **"Cremation Lot"** shall mean any burial space intended to receive not more than eight cremated remains.
16. **"Infant"** shall mean, for the purposes of these By-laws, a person who is to be interred in an infant container (60.96 x 30.48 x 30.48 cm³ (24" x 12" x 12")).
17. **"Infant Grave"** shall mean any burial space intended for an infant.
18. **"Interment Rights"** includes the right to require or direct the interment/inurnment of human remains in a lot or niche and to direct the associated memorialization.
19. **"Interment Rights Holder"** means any person designated to hold the right to inter human remains in a specified lot or niche.
20. **"Inurnment"** means the opening and closing of a niche or a lot for the placement of cremated human remains.
21. **"Lot"**, also called **"Grave"**, means any inground burial space intended for the interment of an infant, child, adult, or cremated human remains.
22. **"Marker"** shall mean any memorial of granite or bronze set flush with the surface of the ground, and used to mark the location of a lot.
23. **"Ministry"** shall mean the Ministry of Government and Consumer Services.
24. **"Monument"** shall mean any permanent memorial projecting above the ground level.
25. **"Niche"** means an individual compartment in a columbarium for the placement of cremated human remains.
26. **"Plan"** shall mean the plan of the Cemetery, approved by the Ministry of Government and Consumer Services or its successors.
27. **"Plot"** means two or more adjacent lots in which the rights to interment/inurnment have been sold as a unit.

28. **"Plot Co-ordinator"** shall mean the individual appointed annually by the voting members of the Cemetery Board who is responsible for assigning plots, lots, and niches, supporting the accurate Cemetery record keeping, and who supports the interment, inurnment and disinterment processes in the Cemeteries. The Plot Co-ordinator is accountable directly to the Cemetery Board.
29. **"Price List"** shall mean the current list of prices for cemetery supplies and services that meets the requirements of the Act. The Price List is recommended by the Cemetery Board and approved by the Church Councils of Zion Lutheran Church and St. Timothy's Lutheran Church.
30. **"Property Maintainer"** shall mean the individual appointed annually by the voting members of the Cemetery Board who is responsible for the care and upkeep of the Cemetery properties. This includes but not limited to: maintenance of the grounds, infrastructure and structures, actions required to enforce the By-laws, and other activities as required that meet the requirements for the use of the Care and Maintenance Funds. The Property Maintainer is accountable directly to the Cemetery Board.
31. **"Public Register"** shall mean the information, as defined in the Act and regulations, that is to be maintained by the Cemetery and made available to the public, upon request.
32. **"Recording Secretary"** shall mean the secretary appointed by the members of Zion Lutheran – St. Timothy's Lutheran Cemetery Board.
33. **"regulations"** shall mean the regulations (e.g., Ontario regulations 30/11) associated with the Act.
34. **"Sales representative"** shall mean a person appointed by the Cemetery Board to carry out the responsibilities for selling licensed supplies and services as defined in the Act and regulations.
35. **"Shutter"** means the niche front or closure.
36. **"Treasurer"** shall mean the Zion Lutheran Church Treasurer, or designate. In the event that this person is not available to fill this role, then the Cemetery Board shall appoint a qualified person.
37. **"Trust funds"** shall mean those funds in which a trustee may invest, which are defined in the Act.

Article II - Preface:

1. Zion Evangelical Lutheran Church is the registered owner of two parcels of land situated in the Township of Laurentian Valley, in the County of Renfrew more particularly as follows:
 - A. The first cemetery, Indsdale, is bound by Round Lake Road, TV Tower Road and the railway line.

B. The second cemetery, Holmsdale, is bound by Boundary Road, Third Avenue and Hamilton Road.

2. A Cemetery has been created on the property owned by Zion Evangelical Lutheran Church and described in paragraph 1 of this Article and is licensed to act as a Cemetery in accordance with the Act and its regulations.
3. The Cemetery herein described shall be named and herein referred to as the Zion Lutheran-St. Timothy's Lutheran Church Cemetery.
4. As a result of expansion, the Zion Evangelical Lutheran Church congregation split to form a new congregation namely St. Timothy's Evangelical Lutheran Church in 1957.
5. By prior agreement between the congregations of Zion Evangelical Lutheran Church and St. Timothy's Evangelical Lutheran Church, all members of Zion Evangelical Lutheran Church and St. Timothy's Evangelical Lutheran Church have the right to be buried in the Cemeteries owned by Zion Evangelical Lutheran Church and described in paragraph 1 of this Article.
6. The present Cemetery By-laws have been adopted to ensure the good management of the Zion Lutheran-St. Timothy's Lutheran Church Cemetery and to ensure the improvement and upkeep of the Cemetery so that it remains a respectful place for the burial of the dead.

Article III - Administration:

1. The Zion Lutheran – St. Timothy's Lutheran Cemetery Board consists of four members from each congregation, plus the Plot Co-ordinator, who is an ex-officio member. The Board is responsible jointly to the Church Councils of Zion Lutheran and St. Timothy's Lutheran Churches. The Board oversees the operation of the Cemetery, including the Cemetery financial and other records, and care and upkeep performed in the cemeteries. The Board is also responsible to ensure that all people associated with the operation of the Cemetery, whether paid or volunteer, meet the requirements or are trained to meet the requirements for their role (as applicable) as stipulated in the Act and regulations. Board members serve without remuneration for their time on Board activities.
2. Zion Lutheran Church Council will elect three members to serve on the Cemetery Board. In addition, one representative from the Church Council will also serve on the Board. Board members are appointed for a two year term.
3. St. Timothy's Lutheran Church will elect three members at their Annual Meeting to serve on the Cemetery Board. In addition, one representative from the Church Council will also serve on the Board. Board members are appointed for a two year term.
4. The Cemetery Board shall appoint from Board members its own Co-chairpersons (one from each congregation) and its Recording Secretary (member of either Church). The Cemetery Board shall meet at a minimum of four times per year and at such other times as circumstances may require. A quorum shall consist of five members.

5. The Cemetery Board Recording Secretary will record the minutes of the meetings and resolutions adopted.

6. The Cemetery Board shall appoint people to fill the following positions to support the operation of the cemetery:

- Administrator
- Treasurer
- Plot Co-ordinator
- Property Maintainer
- By-law Officer

The positions of Administrator, Treasurer, Property Maintainer and By-law Officer are not Board members, though the incumbents may be required to attend some Board meetings. These positions may be paid (contract, salary or honourarium), with approval for terms and conditions being recommended by the Cemetery Board and approved by both of the Church Councils of Zion Lutheran Church and St. Timothy's Lutheran Church. If any of these positions are paid, then the incumbents are deemed employees of Zion Lutheran Church.

7. The Administrator shall be responsible for all administrative matters related to the operation of the Cemetery, including the sales representative responsibilities as defined in the Act and regulations, and all record keeping including the public register.

8. The Treasurer of the Cemetery shall carry out all finance-related duties and responsibilities as required by the Act and regulations, plus any requested by the Cemetery Board. The Zion Lutheran Church Treasurer shall normally be the Treasurer of the Zion Lutheran-St. Timothy's Lutheran Cemetery. In the event that the Zion Lutheran Church Treasurer, or designate, is not available to carry out this role, then the Cemetery Board will appoint a qualified person to fulfill the role.

9. The Treasurer shall maintain such financial records that will clearly reveal all receipts and disbursements of the Board with appropriate documentation. The Board's financial records shall be examined following the calendar year end by two auditors appointed from Zion Lutheran Church. All cheques shall be signed through Zion Lutheran Church signing authority when the Treasurer is the Zion Lutheran Church Treasurer, or designate. If the Cemetery Board has to appoint a Treasurer other than the Zion Lutheran Church Treasurer, or designate, then the signing authority shall be defined in finance procedures approved by the Cemetery Board, with a minimum of 2 signatures required on each cheque.

10. All official documents of the Cemetery, other than cheques, shall be signed by a Co-Chair and the Administrator.

11. The Cemetery Board distinctly disclaims all responsibility for loss or damage from causes beyond their control, especially from damage caused by the elements, and acts of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, accidents, invasion, insurrections, riots, or order of any military or civil authority, whether damage be direct or collateral.

12. The Cemetery Board shall take reasonable precautions to protect the property of Interment Rights Holders, but they assume no liability or responsibility for the loss of, damage to, or any resulting injury from any article of any type that is placed on any grave, lot, plot, or columbarium.
13. All original records pertaining to the Cemeteries must be stored in a fire- and water-proof safe at Zion Lutheran Church, or at an equivalent off-site location approved by the Cemetery Board and Zion Lutheran Church Council.
14. All members of Zion Lutheran Church and St. Timothy's Lutheran Church and non-members shall have the right to be buried in the Cemeteries.
15. At any time when the interest from the Care and Maintenance Fund and any other cemetery related investments, and income from the sale of supplies or services, does not cover the annual expenses incurred in the Cemetery, St. Timothy's Lutheran Church shall pay 1/3 of the excess expenses while Zion Lutheran Church shall pay 2/3 of the excess expenses.
16. Only Lutheran Pastors shall normally be permitted to officiate at services in the Cemetery. Exceptions shall be subject to the approval of the Cemetery Board and any of the Pastors of Zion Lutheran or St. Timothy's Lutheran Church.
17. Ontario Regulation 30/11 requires all cemeteries and crematoriums to maintain a public register that is available to the public by contacting the Administrator.
18. Pets or other lower animals, including cremated animal remains, are not allowed to be buried on cemetery grounds.
19. The Cemetery Board 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.
20. The Cemetery Board prohibits the resale of Interment Rights to a third party and will repurchase these rights at the price listed on the current Price List less the Care and Maintenance contribution made at the time of the original purchase. Transfers of Interment Rights, with no payment in exchange for the transfer, cannot be prohibited as long as the third party meets the qualifications and requirements as outlined in these By-laws.
21. The Cemetery Board prohibits the resale of Interment Rights to a third party and is not required to repurchase unused Interment Rights in a plot (more than one adjacent lot) if one of the Interment Rights in the plot has been exercised.
22. The Cemetery Board prohibits the resale of Interment Rights to a third party and is not required to repurchase unused Interment Rights in a niche if one of the Interment Rights in the niche has been exercised.

23. The Cemetery Board does not permit the scattering of remains on the Cemetery property.
24. The Cemetery Board does not offer any services related to scattering of remains as permitted under the Act.

Article IV - Sale and Transfer of Lots and Niches:

1. In accordance with the Act, the purchaser of Interment Rights must enter into a Cemetery contract, providing such information as may be required by the Cemetery Board for the completion of the contract and the public register prior to each burial of human remains.
2. 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 or with a payment schedule that is documented in a contract, including penalty clauses. A Certificate of Interment Rights 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.
3. A Purchaser of a Certificate of Interment Rights is the sole owner of the right. Funds paid to the Cemetery Board for this right will be used exclusively for the maintenance and improvement of the Cemetery property.
4. Only sales representatives appointed by the Cemetery Board shall sell Interment Rights or sign contracts on behalf of this licensed Cemetery.
5. Interment Rights in lots, plots and niches may be purchased from the sales representative at the price listed on the Price List.
6. As stipulated in the Act, no person shall purchase Interment Rights for the sole or primary purpose of reselling the rights back to the Cemetery Board with a view to making a financial gain.
7. Payments for Interment Rights shall be made through the office of the Cemetery Management at the Zion Lutheran Church Office.
8. The Cemetery Management shall provide each Interment Rights owner at the time of sale or transfer and upon payment in full all information as required by the Act and regulations, including but not limited to:
 - a. A Certificate of Interment Rights, and
 - b. A copy of the Cemetery By-Laws.
9. All prices for Cemetery lots, niches and services are set out in the Price List. The prices for lots and niches include the applicable portion for deposit to the Cemetery's Care and Maintenance Fund.

10. Each lot can have a maximum of one (1) adult interment (casket burial) OR two (2) child interments (casket burial), up to eight (8) inurnments (urn burial) and, if space permits, one (1) infant interment (container burial). The infant container may be buried at the head end of a single grave in which a casket containing human remains has been buried. Fees for any additional interment or inurnments after the first interment or inurnment are set out in the Price List. A suitable marker may be used to mark the subsequent burials.
11. No markers or monuments shall be placed on a lot or plot until an interment/inurnment has taken place.
12. Each niche can have a maximum of two (2) urns, subject to size restrictions noted in Article X. Fees for the second inurnment are set out in the Price List.
13. No lettering shall be placed on a niche shutter until an inurnment has taken place.
14. As required by sections 166 and 168 of Regulation 30/11, a prescribed amount or a percentage of the purchase price of all Interment Rights, and a prescribed amount for monuments and markers is contributed into the Care and Maintenance Fund. Income from this fund is used to provide only general care and maintenance of the Cemetery. Contributions to the Care and Maintenance Fund are not refundable except when Interment Rights are cancelled within the 30 day cooling off period. The required contributions to the Care and Maintenance Fund will be shown on the Price List.
15. As stipulated by the Act and regulations, contracts have a 30 day cooling-off period:
 - a. 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 Administrator. The Cemetery Board will refund all monies paid by the purchaser within thirty (30) days from the date of the request for cancellation.
 - b. A purchaser has the right to cancel an Interment Rights contract after thirty (30) days of signing the Interment Rights contract, by providing written notice of the cancellation to the Administrator. Upon receiving written notice from the purchaser of the Interment Rights, the Cemetery Management will cancel the contract and issue a refund to the purchaser for an amount for the Interment Rights less the appropriate amount that is required to be deposited into the Care and Maintenance Fund, and less the amount, if any, owing under the contract as of the day on which the rights holder cancels the contract. Cemetery Management may also retain a cancellation fee as prescribed in the Act and the regulations. 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 Administrator along with the written notice of cancellation.
 - i. The amount for the Interment Rights shall be the greater of the following:
 1. The price of the Interment Rights in the contract, or
 2. The price in the Price List on the day that the Administrator receives the written notice of the cancellation of the contract.
 - c. If any portion of the Interment Rights covered under the contract has been exercised (e.g., a lot in a plot, or a niche), the purchaser, or the Interment Rights Holder(s), are not entitled to cancel the contract or request the Cemetery to buy-back the Interment Rights.

16. If an Interment Rights Holder(s) wishes to sell the Interment Rights back to the Cemetery Board after the 30 day cooling-off period and the Interment Rights have been paid in full, the rights holder(s) must make the request to the Administrator in writing. Subject to review by the Cemetery Board, the cemetery will repurchase the Interment Rights at the price listed on the current Price List less the Care & Maintenance Fund contribution made at the time of purchase. The re-purchase and payment to the Interment Rights Holder requesting the sale must be completed within 30 days of the request.
 - a. The Interment Rights Holder requesting the sale of the rights to the Cemetery must return the Certificate of Interment Rights to the Administrator and the Interment Rights Holder(s) must endorse the Certificate of Interment Rights, transferring all rights, title and interest back to the Cemetery Board. The appropriate paperwork must be completed before the Cemetery Board reimburses the Interment Rights Holder(s).
17. An Interment Rights Holder wishing to transfer their Interment Rights (for free) shall advise the Administrator of their intention prior to seeking or designating a third party recipient for their Interment Rights.
18. Further to paragraph 15 above, to ensure the correctness of records of ownership and interments/inurnments, no transfer of any Interment Rights or any interest therein shall be binding upon the Cemetery Management until notice is given in writing specifying the name and address of the proposed recipient, the proposed date of transfer, and such particulars as required by the Cemetery Board have been entered in a register for that purpose. Upon receipt of such notice, the Cemetery Board shall review such request, and if accepted and upon payment of a fee as listed in the Price List, the transfer shall be made and a new Certificate of Interment Rights issued.
19. In cases of transfer of rights ownership by Will or bequest of Interment Rights, the Cemetery Management reserves the right to require production of a notary's copy of the Will or other evidence sufficient to prove ownership.
20. Interment Rights that have been sold to a purchaser but not exercised (used) within 20 years of the date of sale may be declared abandoned by the Cemetery Board if the Cemetery Board follows the process outlined in the Act and regulations, which includes but not limited to applying to the Registrar after making reasonable efforts to determine if the Interment Rights Holder is alive.

Article V – Interments, Inurnments and Disinterments:

1. Interment Rights Holder(s) must provide written authorization to the Plot Co-ordinator or Administrator prior to a burial taking place. Should the Interment Rights Holder be deceased, direction must be provided in writing by the next of kin or a legal representative (i.e., Estate Trustee). In the case of next of kin, all next of kin must approve and sign the authorization documentation.
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 Office prior

to a burial taking place. A Certificate of Cremation must be submitted to the Cemetery Office prior to the burial of cremated remains taking place.

3. No inground burials shall take place between December 1st and April 1st unless weather permits. All extensions shall be approved by the Cemetery Board.
4. Inurnments in a niche are permitted year round, subject to weather restrictions.
5. It is recommended that inground burials not be made on Christmas Day, or Good Friday except on a doctor's certificate that burial must be made within twenty-four hours of death in accordance with the regulations of the Ontario Ministry of Health for the control of communicable diseases. Inurnments in a niche will not be made on Christmas Day or Good Friday, except under extenuating circumstances as approved at the sole discretion of the Cemetery Board.
6. Remains to be buried in a grave must be enclosed in a container that is sealed securely, and of sufficient strength to permit burial with the remains remaining intact. The container must be of a size to permit burial within the size of a lot.
7. A member of the Cemetery Board or his designate may be in attendance at each interment/inurnment.
8. Persons requesting interments/inurnments in lots, plots, or niches shall be held responsible for charges incurred.
9. When Interment Rights in a lot/plot or niche are held jointly by two or more persons, an order will be accepted from either or any of them or their authorized representatives, for interment/inurnment in such part of the plot or the niche as may be requested.
10. The opening and closing of graves or niches may only be conducted by Cemetery staff or those designated to do work on behalf of the Cemetery.
11. No lot or niche shall be opened for interment, inurnment or disinterment by any person not in the employ of, or under the direction of, the Cemetery Board, except under special circumstances, and by permission of the Cemetery Board.
12. 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 Management and the prior notification of the medical officer of health. Should the Interment Rights Holder be deceased, direction must be provided in writing by the next of kin or a legal representative (i.e., Estate Trustee). In the case of next of kin, all next of kin must approve and sign the authorization documentation. 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 from a lot. Disinterments shall not take place between December 1st and April 1st unless ordered by the local medical officer of health or equivalent authority. It is recommended that disinterments not be made on Christmas Day, or Good Friday.

13. Disurnment from a niche will only take place upon the written consent (authorization) of the Interment Rights Holder being received by the Cemetery Management. Should the Interment Rights Holder be deceased, direction must be provided in writing by the next of kin or a legal representative (i.e., Estate Trustee). In the case of next of kin, all next of kin must approve and sign the authorization documentation. Disurnments from a niche are permitted year round, subject to weather restrictions. It is recommended that disurnments not be made on Christmas Day, or Good Friday, except under extenuating circumstances as approved at the sole discretion of the Cemetery Board.
14. In special circumstances the removal of human remains may also be ordered by certain public officials without the consent of the Interment Rights Holder and/or next of kin.
15. The Cemetery Management will exercise all due care in making burials and interments/inurnments but is not responsible for damage to any casket, urn or other container sustained during disinterment.
16. No interment/inurnment shall be permitted in any lot or niche where the Interment Rights have not been paid in full, or acceptable arrangements for full payments have not been negotiated with the Cemetery Management.
17. Funeral corteges within the cemetery shall follow the route indicated by the Cemetery Management.
18. The Cemetery reserves the right, at its' cost, to correct any error that may be made by it in making interments/inurnments, in the description of the lot or niche, or the transfer of conveyance of any Interment Rights. The Cemetery may either cancel such grant and substitute other Interment Rights, or lot of equal value and similar location, as far as is reasonably possible; or refund up to all money paid on account for such purchase. Notice will be given personally to the Interment Rights Holder. If necessary, it may be mailed to the Interment Rights Holders or their legal representatives, at their last appearing address in the record books of the Cemetery. In the event of any such error may involve the disinterment of remains, the Cemetery shall first obtain the approval of any regulatory authority and the Interment Rights Holder(s).
19. Notice of each interment/inurnment to be made shall be given to the Cemetery Management at least seventy-two (72) hours in advance, except on a doctor's certificate that burial must be made within twenty-four hours of death in accordance with the regulations of the Ontario Ministry of Health for the control of communicable diseases.
20. The increasing use of oversized shells does not permit the Zion Lutheran – St. Timothy's Church Cemetery to assume responsibility for the number of grave openings that may be made in any plot.
21. No grave, lot or plot, or niche may be used to inter the remains of any creature other than the remains of a human being. Should this By-law be disregarded, the Cemetery Board reserves the right to require the Interment Rights Holder of the grave involved to have such

remains disinterred and removed from the Cemetery along with any associated marker, and any expenses involved will be the responsibility of the Interment Rights Holder.

Article VI - Care of Lots and Columbaria – General:

1. 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. Services that can be provided through this fund include:
 - a. Re-levelling and sodding or seeding of lots,
 - b. Maintenance of cemetery roads, sewers and water systems,
 - c. Maintenance of perimeter walls and fences,
 - d. Maintenance of cemetery landscaping,
 - e. Maintenance of the columbaria and associated grounds,
 - f. Repairs and general upkeep of Cemetery maintenance buildings and equipment.
2. All lots and plots shall be maintained and kept properly graded and mown by employees or contractors of the Cemetery Board, reporting through the Property Maintainer.
3. No person shall do any work upon a burial lot without the permission of the Cemetery Management.
4. Effective in 2016, no new trees or shrubs can be planted on lots. Flowering plants may be cultivated on lots, subject to the approval of the Cemetery Board. No existing trees or shrubs growing on any lot may be removed or altered without the consent of the Cemetery Board.
5. If any trees or shrubs situated on any lot shall have become by means of their roots or branches or in any other way, detrimental to the adjacent lots, drains, roads or walk, or prejudicial to the general appearance of the grounds or inconvenient to the public, the Board may remove such trees, shrubs or parts thereof, after 30 days' notice in writing to the Interment Rights Holder.
6. Flowerbeds not exceeding 30.48 cm (12 inches) in width shall be permitted around the bases of monuments, and where there is no monument, can only be made by permission of, and under the supervision of, the Cemetery Management. Planting of borders around lots is prohibited.
7. Lot owners desiring Commercial gardeners to do work on their lots must obtain from the Cemetery Management written authority for the same. These commercial gardeners or florists or their employees shall not enter the Cemetery on Sunday for business purposes.
8. Flower beds should be cleared, by the Interment Rights Holder or his/her representative, of damaged plants after the first frost in the autumn.
9. Vases, flower urns and flower stands not properly cared for and not filled with plants by the twentieth of June in any year may be removed from the lot, and any stand, holder, vase or other receptacle for flowers which are unsightly or unsuitable may be prohibited or removed by the Cemetery Management.

10. Nails, wires, wooden crosses, pottery or any other material that may create a hazard to workmen and to visitors when neglected or broken are not allowed in the Cemetery.
11. Since borders, fences, railings, walls, cut-stone coping and hedges in or around lots become unsightly, they are prohibited.
12. Rubbish shall not be thrown out on roads, walks or any part of the grounds but must be removed by the owner.
13. Implements or materials used in doing any work within the Cemetery shall be removed without delay and if this is not done, the Cemetery Board designate shall remove the same.
14. No Interment Rights Holder shall change the grading of his lot, and in case of any such change, the Cemetery Board may restore the lot to its original grade at the expense of the Interment Rights Holder.
15. No unauthorized person shall sod or move corner posts or lot markers.
16. The Board shall not be responsible for loss or damage to any articles left upon any lot or plot.
17. No temporary or non-mounted glass containers of any kind are allowed in the Cemetery at any time.
18. 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.
19. Memorial wreaths may be placed in the Cemetery only between April 1 and the November 30. In order to prepare the grounds for spring, current years wreaths must be removed prior to December 15. Wreaths not removed by December 15 will be removed and disposed of by the Cemetery Board without notification.

Article VII - Monuments and Markers for Lots - General Information:

1. The designs and inscriptions of all monuments and markers shall be submitted for approval by the Cemetery Management in advance of manufacture. Design information includes dimensions, material of construction, installation details and proposed location on lot/plot. Failure to do so could lead to the monument or marker having to be modified at the purchasers' expense, or having the monument or marker removed from the Cemetery at the purchasers' expense.
2. No monument or other structure shall be erected or permitted on a plot until accrued charges have been paid in full and an interment or inurnment has taken place.
3. All monuments must have some religious decoration, and may also contain other non-religious etching approved by the Cemetery Management.

4. Any monument or other structure, or an inscription on a monument or structure upon any plot shall be in keeping with the dignity and decorum of the Cemetery.
5. No monument, footstone, marker or memorial of any kind shall be placed, moved, altered or removed without permission from the Cemetery Management.
6. Candleholders and vases may constitute part of a monument if they are made principally of bronze or stainless steel. If a translucent section is necessary, it must be made of an unbreakable heat-resistant glass or of a plastic material that is fire resistant.
 - a. Candleholders must be included in determining overall size of memorial.
 - b. A maximum of two candles or vases may be placed on the base of a monument. They must be centered on the end or ends of the base.
 - c. A candleholder must adequately drain to prevent any collection of water.
 - d. Candleholders must be fully enclosed on all sides by a door or lid.
7. No monument or marker may be delivered to the Cemeteries without the Request for Installation form containing the following information:
 - a. The Interment Rights Holder(s) name and address.
 - b. Instructions of placement of the marker or monument.
 - c. Proof that the design of the marker or monument, including inscriptions, was approved by the Cemetery Management.
 - d. The dimensions in the case of a flat marker.
 - e. In the case of a monument:
 - The dimensions of the die, height, width, length
 - The dimensions of the base, height, width, length.
 - The overall size of the monument.
 - A description of the monument; colour and design.
 - f. A cheque for the required contribution to the Care and Maintenance Fund in relation to the size of the marker/monument, as set out in the Act and regulations.
8. Every person installing a monument or marker in the Cemetery shall pay the prescribed amount, as set out in the Act and regulations, to the Zion Lutheran Church Cemetery's Care and Maintenance Fund. The interest earned from this fund will be used to maintain the markers or monuments in a safe condition.
9. If a monument or marker in a Cemetery presents a risk to public safety because it is unstable, the Cemetery Board shall do whatever is necessary by way of repairing, resetting or laying down the marker to remove the risk.
10. The Cemetery Board 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 Cemetery Board.
11. The Cemetery Board reserves the right, at its sole discretion, to approve who can erect markers and monuments, or do work on markers and monuments, in the Cemetery.

Article VIII - Monuments and Markers for Lots - Details:

Monuments:

1. Minor scraping of the base portion of the upright monuments due to the turf mowing operation is considered by the Cemetery Board to be normal wear.
2. The Cemetery Board 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, or part thereof except where such damage or loss is due to its negligence.
3. An Interment Rights Holder of two or more adjacent lots may erect an upright monument that straddles the line that separates two lots.
4. The Cemetery Board reserves the right to determine the maximum size of monuments, their number and location on each plot. They must not be of a size that they would interfere with any future interments/inurnments.
5. Monuments must be placed at the head of the plot or the place reserved for the monument, unless adjoining plots are owned and both sides of the stone can be used. Monuments cannot be placed "back-to-back" against another.
6. The minimum thickness of a die should be 15.24 cm (6 inches). Should the monument exceed 91.44 cm (3 feet) overall height, the die must be 20.32 cm (8 inches).
7. The maximum length of a base is controlled by the width of the plot where it will be installed. No base shall be closer than 7.62 cm (3 inches) to the lot width side lines on which it is to be installed.
8. The die stones must be installed on a granite base. The height of the base shall be a minimum of 20.32 cm (8 inches). The top surface of the base must be both wider and longer than the die in order to provide a minimum border of 7.62 cm (3 inches) of the surface of the base exposed on all sides. Bottoms of the base shall be smooth sawn.
9. When a plinth is required to be installed between the base and die, the size and material of construction shall be consistent with the two materials that it interfaces with.
10. The foundation shall be built in the designated space and in the proper dimensions of the monument base. If the incorrect dimensions have been given on the application form, signed by the Interment Rights Holder and/or the supplier, the foundation must be immediately removed and rebuilt by the monument supplier at the expense of the Interment Rights Holder and/or the monument supplier. Foundation will be not less than 152.4cm (60 inches) deep and they will be set at the Cemetery Board's direction.
 - a. The required concrete mix for foundations will be: 20.5 MPA, 75 mm slump, 20 mm aggregate, 5% + or - Air Entraining agent.
 - b. The surface area shall be flush with the surrounding ground level and shall provide a level surface free of defects.

- c. Foundations must be cured for a minimum of 48 hours before placing the monument.
- d. Contractors shall be under the supervision of the Cemetery Management.
- e. Defective areas must be repaired to the approval of the Cemetery Management. The finished concrete shall be protected from wind, rain or sun during curing, by covering it completely with a piece of plywood having a minimum thickness of 11 mm (1/2 inch). All rubbish and excavated material shall be removed from the excavation site to a place designated by the Cemetery Management.

11. The Cemetery does not accept monuments for storage.

Markers:

- 1. Markers will be accepted for installation during regular working hours. If weather and ground conditions permit, installations will be made within 30 days after acceptance. Markers will not be accepted from any monument dealer for storage during the winter months.
- 2. Markers or Footstones of bronze or granite are permitted with size restrictions as follows:
 - a. Single lot maximum 30.48 cm X 45.72 cm (12" X 18")
 - b. Double lot maximum 30.48 cm X 76.20 cm (12" X 30")
 - c. Its placement must not interfere with future interments/inurnments.
- 3. Markers are to be flat on top and set flush with adjacent surface so that a lawn mower can pass safely over them, and shall be set at the head of the grave.
- 4. Any marker that exceeds the standard width of 30.48 cm (12") can only be installed after a full interment/inurnment has taken place.
- 5. The minimum thickness for all markers including footstones is 10.16 cm or 4 inches.
- 6. All markers and monuments shall be constructed of bronze or granite. The bottom bed of all bases and markers shall be cut level and true.

Article IX – Columbaria – General Information:

- 1. All the general rules and regulations of the Cemetery shall apply to the columbaria, as applicable.

Article X – Columbaria - Details:

Niche:

- 1. The size of a columbarium niche is 30.48 cm X 30.48 cm X 35.56 cm (12" X 12" X 14").
- 2. A maximum of two (2) urns shall be placed in one (1) niche.

3. The Interment Rights Holder is responsible to ensure the correct size of the urn(s).
4. Sealing of niches is to be done under the direction of the Cemetery Management or by an approved supplier.
5. The shutter used on a niche shall be removed and installed by the Cemetery staff or an approved supplier.

Shutter:

1. To ensure quality control, desired uniformity and standard of workmanship for shutter inscriptions, the Cemetery Management will appoint one or more third party service providers to perform this service. The Cemetery Management also reserves the right to inscribe all niche fronts (shutter). Any unauthorized adornment or emblem will be removed and disposed of without notification and at the expense of the Interment Rights Holder(s). No persons other than those appointed by the Cemetery Management or employees of the approved service provider shall remove or alter niche shutters.
2. A maximum of two (2) names shall be inscribed on a shutter,
3. The lettering on the shutter shall be Westport Roman font and include the date of birth and the date of death for a maximum of two (2) names in a format specified at the sole discretion of Cemetery Management. No other information or symbol shall be inscribed on the shutter.
4. Pictures are not permitted to be attached to the shutter.
5. The Cemetery Management reserves the right to change the requirements for the font and inscription information. Shutters inscribed before any approved change in requirements shall not be required to upgrade to any new requirements.

Article XI - Rules for Monument Dealers, Contractors and Workers:

1. No monument, marker or shutter will be delivered to the Cemetery without the proper paperwork (i.e. Request for Installation form).
2. Any contract work to be performed within the Cemetery requires the written pre-approval of the Interment Rights Holder and Cemetery Management before the work may begin. Pre-approval includes but is not limited to: landscaping, delivery of monuments and markers, work related to shutters or columbaria, inscriptions, designs, 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 Plot Co-ordinator and provide the necessary approvals before commencing work at any location on the Cemetery property.
3. No monument or marker will be delivered to the Cemetery until the foundation is completed and the contractor is ready to proceed with the work of erection.

4. No work shall be commenced on Saturday that cannot be finished, and the litter and debris removed by the end of that day.
5. No monument, marker or shutter will be removed without the written permission from the Cemetery Management.
6. All firms who do work in the Cemeteries shall provide written proof of:
 - Workplace Safety Insurance Board (WSIB) coverage
 - Occupational Health and Safety compliance standards
 - Environmental Protection
 - Workplace Hazardous Materials Information System (WHMIS) training
 - Evidence of liability insurance of not less than \$2,000,000Annual proof of these items shall be submitted to the Administrator.
7. Contractors, masons and stonecutters shall lay planks on the lots and paths over which heavy materials are to be moved, in order to protect the surface from damage.
8. There shall not be a variance of more than 1.27 cm (1/2 inch) in the size of the base required as stated on the work order and the size of the monument delivered.
9. The demeanour and behaviour of all workmen employed by others in the Cemetery shall be in keeping with the dignity and decorum of the Cemetery.
10. Workers shall cease work, if in the immediate vicinity of a funeral (100 metres or 328'), until the conclusion of the service and the departure of the mourners. The Cemetery Board 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.
11. All work must be done during regular Cemetery hours (8 AM till sundown), unless by special permission of the Cemetery Management.
12. Contractors, monument dealers and suppliers should 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. Contractors, monument dealers and suppliers shall be responsible for restoring any damaged grounds due to their activities to the previous conditions.
13. Heavy loads shall not be permitted in the Cemetery when the designated roads are in an unfit condition.
14. All rubbish, implements and surplus material shall be removed from the Cemetery. Otherwise the obstructions will be removed and the expense charged to the responsible party.

Article XII - Rules For Visitors:

1. Visitors are always welcome at the Cemetery during the open hours, from dawn to dusk. They are asked to conduct themselves in keeping with the dignity and decorum of the Cemetery.
2. The Cemetery Management is empowered and is required to preserve order and decorum in the Cemetery.
3. No parades other than funeral processions shall be admitted to or be organized with the Cemetery.
4. Children under the age of twelve years are not admitted to the grounds unless accompanied by an adult, who shall be responsible for their good conduct and shall see that they do not run over the plots or climb upon the monuments or columbaria.
5. No vehicles within the Cemetery unless part of a funeral cortege or Cemetery maintenance and only on designated roads.
6. No pleasure ATV's (all terrain vehicles) or snowmobiles are allowed in the Cemetery.
7. Discharging of firearms, other than in regular volleys at burial services is prohibited in and around the Cemetery.
8. No dogs or other pets shall be allowed in the Cemetery.
9. No picnic party shall be permitted in the Cemetery grounds.
10. Any person who, in the Cemetery, damages or moves any tree, plant, marker, fence, structure or other thing usually erected, planted or placed in a Cemetery is liable to the Cemetery Board and any Interment Rights Holder who, as a result, incurs damage. The amount of damages shall be the amount required to restore the Cemetery to the state that it was in before anything was damaged or moved by the person liable.
11. Any complaints by Interment Rights Holders or visitors should be made in writing to the Cemetery Management and not to workmen on the grounds and controversies with workmen or others on the grounds are to be avoided.
12. Rubbish should not be thrown on roadways, lots or walkways or any part of the grounds. All rubbish must be removed by the owner.
13. Any person disturbing the quiet and good order of the Cemetery by noise or other improper conduct or who violated these rules will be expelled from the grounds
14. Any article, which is detrimental to efficient maintenance or constitutes a hazard to machinery, employees or visitors, or is unsightly or does not conform with the natural beauty or design of the Cemetery, may be removed by the Cemetery Management. An

article removed will be held at the Cemetery for collection. If not collected, it will be disposed of after one month's notice in writing.

15. Flowers placed on a grave or designated area associated with the columbaria for a funeral shall be removed after a reasonable time to protect the sod and maintain the tidy appearance of the Cemetery. The Cemetery Board reserves the right to remove the flowers at any time if there is a safety concern or if the flowers are dead.

Article XIII – By-law and Other Amendments:

1. The cemetery shall be governed by these By-laws, and all procedures will comply with the Funeral Burial & Cremation Services Act, 2002 and Ontario Regulation 30/11, which may be amended periodically.
2. By-law amendments will be recommended by the Cemetery Board for approval by the Registrar as follows:
 - a. For amendments that are as a result of changes to the Act or regulations, the Cemetery Board will inform the Church Councils of Zion Lutheran Church and St. Timothy's Lutheran Church before initiating the process outlined in paragraph 3 below.
 - b. For amendments that alter the overall operation of the Cemetery, the Cemetery Board will seek the approval of both the Church Councils of Zion Lutheran Church and St. Timothy's Lutheran Church, before initiating the process outlined in paragraph 3 below.
3. All Board recommended By-law amendments must be, at a minimum:
 - 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 or shutters who has delivered a marker or shutter to the Cemetery during the previous year, if the By-law or By-law amendment pertains to markers, shutters or their installation.
4. All By-laws and By-law amendments are subject to the approval of the Registrar, Bereavement Authority of Ontario, Ministry of Government and Consumer Services.
5. Amendments to the contract template used for the purchase of cemetery supplies and services shall be approved by the Cemetery Board.
6. Amendments to the Price List will require the Cemetery Board to seek the approval of both the Church Councils of Zion Lutheran Church and St. Timothy's Lutheran Church, before the revised prices are declared in force.

→ By-laws Approved by: Registrar, Bereavement Authority of Ontario, Ministry of Government and Consumer Services

BAO		BEREAVEMENT AUTHORITY OF ONTARIO
L'AUTORITÉ DES SERVICES FUNÉRAIRES ET CIMETIÈRES DE L'ONTARIO		
APPROVED	APPROUVÉ	
In accordance with the <i>Funeral, Burial and Cremation Services Act,</i> 2002	Conformément à la Loi de 2002 sur les services funéraires et les services d'enterrement et de crémation	
Date of Approval/ Date de l'approbation	<u>MAY 25, 2017</u>	
File/Licence No. Numéro de Fiche/Permis	<u>3299664, 03708</u>	
By/ Par	<u>Camp Smith</u>	