

# Churchill Cemetery By-laws

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

## A. Definitions

**Burial:** The opening and closing of an inground lot or plot for the disposition of human remains or cremated human remains.

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

**Care and Maintenance Fund:** It is a requirement under the FBCSA that a percentage of the purchase price of all Interment Rights, and set amounts for marker and monument installations is contributed into the Care and Maintenance Fund. Interest earned from this fund is used to provide care and maintenance of plots, lots, markers and monuments at the Cemetery.

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

**Corner Posts:** Means 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 Lot) means any inground burial space intended for the interment of a child, adult or cremated human remains.

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

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

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

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

**Marker:** Means any permanent memorial of granite or bronze that is set flush and level with the ground, and used to mark the location of a burial lot.

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

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

## **B. General Information**

### **Hours of Operation:**

Visitation Hours: Daytime

Office Hours: 9:00- 5:00

Burial Hours: as arranged

### **General Conduct:**

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

No person may damage, destroy, remove or deface any property within the Cemetery.

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

### **By Law Amendments:**

The cemetery shall be governed by these bylaws, and all procedures will comply with the Funeral Burial & Cremation Services Act, 2002 and Ontario Regulation 30/11, which may be amended periodically.

All by-law amendments must be:

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

All by-laws and by-law amendments are subject to the approval of the Registrar, Bereavement Authority of Ontario.

### **Liability:**

The cemetery operator will not be held liable for any loss or damage, without limitation (including damage by the elements, Acts of God, or vandals) to, any lot, plot, monument, marker, or other article that has been placed in relation to an interment save and except for direct loss or damage caused by gross negligence of the cemetery.

### **Public Register:**

Provincial legislation – Section 110 of Ontario Regulation 30/11 requires all cemeteries to maintain a public register that is available to the public during regular office hours.

### **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.

### **C. Sale Resale and Transfer of Interment Rights:**

The Cemetery does not sell interment rights to faith groups, companies, organizations or associations.

The purchase of more than 8 lots requires approval of the trustees, and they may require lots to be allocated to specific individuals.

If an individual wishes to sell unexercised interment rights they may do so on the open market but they may not charge more than the fee listed on the current price list.

If any portion of the interment rights has been exercised, the purchaser or the interment rights holder is not entitled to re-sell the interment or scattering rights.

If an Interment Rights holder wishes to resell their rights we require the following:

- The original certificate, or satisfactory proof of ownership
- Payment of the applicable fee
- A signed statement confirming the sale
- Date of the sale
- The name and address of the purchaser

Once these requirements are met a new Interment Rights Certificate will be issued to the purchaser. No transfer is binding upon the cemetery until the procedures outlined have been completed.

If a plot has been resold or transferred and the new holder requires the Corner Markers to be relocated or replaced, the Markers shall be replaced or relocated at the expense of the new Interment Rights holder.

Purchasers of interment 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, entombment, 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.

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

- A purchaser has the right to cancel an interment contract within thirty (30) days of signing the interment 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.
- 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 or scattering rights.

#### **D. Care and Maintenance Fund Contributions:**

- As required by sections 166 and 168 of Regulation 30/11, a percentage of the purchase price of all interment rights, 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.

#### **E. Burial Procedures**

- 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 i.e. Personal Representative, Estate Trustee, Executor or next of kin.
- 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.
- In accordance with the FBCSA the purchaser of interment rights must enter into a cemetery contract, providing such information as may be required by the cemetery operator for the completion of the contract and the public register prior to each burial or entombment of human remains.
- Maximum interments per lot is limited to 1 full burial and 3 cremated remains
- Payment must be made to the cemetery before a burial can take place.
- The cemetery shall be given 48 hours notice for each burial of human remains.
- The opening and closing of graves may only be conducted by cemetery staff or those designated to do work on behalf of the cemetery.
- Cremated remains are not permitted to be scattered on a grave.
- Human remains may be disinterred from a lot provided that the written consent (authorization) of the interment rights holder has been received by the cemetery operator and the prior notification of the medical officer of health. A certificate from the local medical officer of health must be received at the cemetery office before the removal of casketed human remains may take place. A certificate from the local medical officer of health is not required for the removal of cremated remains.
- In special circumstances the removal of human remains may also be ordered by certain public officials without the consent of the interment rights holder and/or next of kin(s).

#### **F. Memorialization**

- No memorial or other structure shall be erected or permitted on a lot until all charges have been paid in full.
- 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 to be normal wear.
- The cemetery operator will take reasonable precautions to protect the property of interment rights holders, but it assumes no liability for the loss of, or damage to, any monument, marker, or other structure except where the damage or loss is due to its negligence.

- The cemetery operator reserves the right to determine the maximum size of monuments, their number and their location on each lot or plot. They must not be of a size that would interfere with any future interments.  
All foundations for monuments and markers shall be built by, or contracted to be built for, the cemetery operator at the expense of the interment rights holder.
- Should any monument or marker present a risk to public safety because it has become unstable, the cemetery operator shall do whatever it deems necessary by way of repairing, resetting, or laying down the monument or marker or any other remedy so as to remove the risk.
- The cemetery operator reserves the right to remove at its sole discretion any marker, monument, or inscription which is not in keeping with the dignity and decorum of the cemetery as determined by the trustees.
- In keeping with the cemetery by-laws only one 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.
- All monuments and markers shall be constructed of bronze or natural stone (i.e. granite).
- No monument shall be delivered to the cemetery for installation until the monument foundation has been completed, and the interment rights holder(s) and/or marker retailer have been notified by the cemetery operator.
- Monuments or markers for installation will be accepted at the cemetery during normal hours of operation.
- Monument or marker installation will be completed between May 1 and Oct. 31 only.
- Monuments or markers will not be accepted for storage during the winter months. Those not accepted for storage or immediate installation remain on cemetery property at the risk of the person ordering the monument or marker.
- 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 monuments shall be installed at the head of the grave (West end) and must face East.
- All inscriptions to be inscribed on the East (front) side of monument. Only a family name may be inscribed on the back.

## **G. Monument Size**

### **a) Upright monuments**

- 1) The maximum size on a single plot is 61 cm (30in) in length, and 91cm (36 in) in overall height including the base.
- 2) The maximum size on a 2 grave plot is 152cm (60 in) in length, and 122cm (48 in) in height including the base.
- 3) The maximum size on a 4 grave plot is 152cm (60 in) in length, and 122cm (48 in) in overall height including base.
- 4) The minimum thickness of the monument die is 20cm (8in). The maximum thickness of the monument die is 25cm (10in).
- 5) The monument die must be installed on a granite base. The height of the base shall be a minimum of 20cm (8 in), to a maximum of 25cm (10 in).
- 6) The top surface of the monument base must be wider and longer than the monument die, in order to provide a minimum border of 7.6cm (3 in) of the surface of the base exposed on all sides. The bottom surface of the base must be smooth sawn to facilitate installation on the monument foundation.
- 7) The bottom 15cm (6 in) of the monument base must be rock-pitch.

**b) Pillow Markers**

- 1) The maximum size of a pillow marker on a single plot is 61cm (30 in) in length, and 46cm (18 in) in width.
- 2) The maximum size of a pillow marker on a 2 grave plot is 152cm (60 in) in length, and 51cm (18 in) in width.
- 3) The maximum size of a pillow marker on a 4 grave plot is 152cm (60 in) in length, and 51cm (18 in) in width.
- 4) The bottom surface of the pillow marker must be smooth sawn to facilitate installation on the monument foundation.
- 5) A pillow marker does not require a granite base. However the bottom 10cm (4 in) must be rock-pitch.

**c) Foundations**

- 1) All upright monuments and pillow markers require a concrete foundation with a minimum depth of 122cm (48 in).
- 2) All foundations will be installed by the cemetery at the expense of the interment rights holder.
- 3) Foundations will be installed between May 1 and Oct. 31 only.
- 4) The foundation will be built in the designated space and in the proper dimensions of the monument base. If incorrect dimensions have been given in writing, signed by the interment rights holder, and/or the supplier, the foundation must be immediately removed and rebuilt by the cemetery at the expense of the interments right holder.

**H. Flat Marker Size**

- 1) A flat marker is permitted at the head of a plot in the place of an upright monument or pillow marker with maximum dimensions of 46 cm x 61cm (18 by 24 in).
- 2) A foundation is not required but permitted to be installed by the cemetery beneath a flat marker at the head of the plot at the request and expense of the interment rights holder.
- 3) In addition to an upright monument or pillow marker, a maximum of 1 flat marker may be placed on the lot with maximum dimensions of 25 x 46cm (10 by 18 in). Their placement must not interfere with future interments.
- 4) All flat markers are to be flat on top and set level with the ground so that a lawnmower can pass safely over.
- 5) The thickness of a flat marker including footstones will be 10cm (4 in).
- 6) The bottom surface must be smooth sawn.
- 7) All flat markers will be installed by the cemetery at the expense of the interment rights holder.
- 8) Corner markers are required and shall be installed by the cemetery. Cost is as set forth in the Price List.

## **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. Services that can be provided through this fund include:

- Re-levelling and sodding or seeding of Lots
- Maintenance of cemetery roads & maintenance of perimeter walls and fences
- Maintenance of cemetery landscaping
- Repairs and general upkeep of cemetery maintenance buildings and equipment
- 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 person shall plant trees, flower beds or shrubs in the cemetery except with the approval of the cemetery Board.
- 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.

## **J. Prohibited and permitted items**

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

- 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.
- In order to prepare the grounds for spring, wreaths must be removed prior to May. Wreaths not removed will be removed and disposed of by the Cemetery without notification.

## **K. Contractor/monument dealer bylaws**

Any contract work to be performed within the cemetery requires the written pre-approval of the interment rights holder and the cemetery operator before the work may begin. Pre-approval includes but is not limited to: landscaping, delivery of monuments and markers, inscriptions, designs, drawings, plans and detailed specifications relating to the work, proof of all applicable government approvals and permits, the location of the work to be performed. It is the responsibility of all contractors to report to the cemetery office and provide the necessary approvals before commencing work at any location on the cemetery property.

Prior to the start of any said work, contractors must provide proof of WSIB coverage & evidence of appropriate liability insurance.

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

- Contractors, monument dealers and suppliers shall not enter the cemetery in the evening, weekends or statutory holidays, unless approval has been granted by the cemetery operator.
- No work will be performed at the cemetery except during the regular business hours of the cemetery.
- Contractors shall temporarily cease all operations if they are working within 100 metres of a funeral until the conclusion of the service. The cemetery reserves the right to temporarily cease contractor operations at their sole discretion if the noise of the work being performed by the contractor is deemed to be a disturbance to any funeral or public gathering within the cemetery.
- Contractors, monument dealers and suppliers shall lay wooden planks on the burial lots and paths over which heavy materials are to be moved in order to protect the surface from damage.

## **L. Trustees**

There are to be a minimum of 3 trustees. Upon death or retirement of an existing trustee, a replacement will be selected by the 2 remaining trustees. The trustee should be a local resident in good standing in the community.