



By-Laws
of
The
Deseronto
Cemetery

Revised March 2021

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INTRODUCTION

Although it is unclear when the Deseronto Cemetery was officially established, it is known that a set of rules and regulations were adopted in 1888 and that work to create the driveways, mortuary vault, and tree plantings was underway at that time.

Located in Part Lot 2, Concession 1 south of County Road 2 in the County of Lennox and Addington in the former Richmond Township (now the Town of Greater Napanee), the Deseronto Cemetery spreads over 10.1 hectares (twenty-five acres) overlooking the Bay of Quinte.

In active use since the 1880s, the Deseronto Cemetery contains lasting reminders of many local families and people who played significant roles in the Town's history. The Rathbun monument marks the resting place of family members of Deseronto's leading industrialists throughout much of the nineteenth century.

The graves of seven First World War Royal Flying Corps / Royal Air Force pilots who died during training at Camp Rathbun and Camp Mohawk are located here.

The Deseronto Cemetery is administered by the Deseronto Cemetery Board of Trustees on behalf of the Town of Deseronto, its owner. The Board has authority to administer these by-laws. On matters concerning the control and management the Cemetery land, buildings, plantings, roads, utilities, books and records, the Board makes recommendations to Deseronto Town Council for approval.

The Deseronto Cemetery is licensed to act as a Cemetery in accord with the Funeral, Burial and Cremation Services Act, 2002 (FBCSA)

The Deseronto Cemetery is a municipally owned, non-denominational burial ground and accepts persons of all faiths. Adjoining the Deseronto Cemetery to the east is the St. Vincent de Paul Roman Catholic Cemetery which is owned and administered separately by the Parish of St. Vincent de Paul, Deseronto.

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

DEFINITIONS

1. **“Administrator”** means the Administrator of the Cemetery, who also acts as the Cemetery Secretary-Treasurer and is a Town employee.
2. **“BAO”** means Bereavement Authority of Ontario.
3. **“Base stone”** means the structure upon which rests the die stone.
4. **“Board”** means the duly appointed Board of Trustees, sometimes known as Board members, for Deseronto Cemetery.
5. **“Burial Permit”** means a permit issued by the Division Registrar indicating that the death has been registered.
6. **“By-laws”** means the rules and regulations, which govern the operation of the Cemetery and approved by the Registrar of the Bereavement Authority of Ontario.
7. **“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 and scattering rights sold, transferred, assigned or permitted; and prescribed amounts for monuments and markers, is contributed into the care and maintenance fund. If no scattering rights are sold but scattering is permitted a prescribed amount must be contributed to the fund when the scattering is conducted.
8. **“Cemetery”** means Deseronto Cemetery, located at 9574 County Road 2, Town of Greater Napanee, County of Lennox and Addington and owned by the Town of Deseronto.
9. **“Cemetery Maintenance Provider”** means the person appointed by the Board of Trustees as the Care Maintenance Provider of Deseronto Cemetery.
10. **“Cemetery Office”** means the Deseronto Town Hall, 331 Main Street, Deseronto, Ontario, K0K 1X0
11. **“Certificate of Interment Rights”** means the certificate issued by the Cemetery to the purchaser of interments rights specifying the ownership of Interment Rights and associated memorialization rights.
12. **“Chairperson”** means the Chairperson of the Board.

Definitions (continued)

13. **“Columbarium”** means an above ground structure designed for the purpose of entombment of cremated human remains in sealed compartments.
14. **“Contract”** for purposes of these by-laws, all purchasers of interment or scattering 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 and the Price List.
15. **“Cornerstone”** means any stone or other marker set flush with the surface of the ground and used to indicate the location of a lot or plot.
16. **“Corporation”** means The Town of Deseronto and its Directors/Trustees or Management.
17. **“Crematorium”** means a building fitted with appliances for the purpose of cremating human remains and includes everything incidental and ancillary thereto.
18. **“Crypt”** means a space provided for the entombment of human remains in a mausoleum.
19. **“Die stone”** means the main component of the upright marker, that is, that which rests on the base stone.
20. **“Entombment”** means the placement of human remains in a crypt or cremated human remains in a niche.
21. **“FBCSA”** means the Funeral, Burial and Cremation Services Act, 2002
22. **“Foundation”** means the below ground concrete structure upon which rests the base stone.
23. **“General Operating Account”** means the bank account for maintenance of the Cemetery and for services rendered in connection with its operation.
24. **“Grave”**
 - a) **“Infant Grave”** means any burial space intended for an infant and having a minimum size of 60.96 cm (2 feet) by 60.96 cm (2 feet).
 - b) **“Single Grave”** means any burial space intended for an adult and having a size of 1.07 metres (3.5 feet) by 3.05 metres (10 feet).
25. **“Interment”** means the placement of human remains underground.
26. **“Interment Rights”** means the right to require or direct the interment or entombment of human remains in a lot.

Definitions (continued)

27. **“Interment Rights Holder”** (otherwise known as a "Lot Holder") means a person with Interment Rights with respect to a lot and includes a purchaser of interment under the Funeral, Burial and Cremation Services Act, 2002.
28. **“Lot” and “Plot”**
 - a) **“Cremation Lot”** means any interment space containing or set aside to contain one cremated human remains and having a minimum size of 60.96 cm (2 feet) by 60.96 cm (2 feet).
 - b) **“Lot”** means an area of land in the Cemetery containing or set aside to contain human remains, and includes a tomb, crypt or compartment in a mausoleum and a niche or compartment in a columbarium.
 - c) **“Plot”** means two or more adjoining lots for which the rights to inter have been sold as a unit.
29. **“Marker”** means any monument, tombstone, plaque, headstone, cornerstone, or other structure or ornament affixed to, or intended to be affixed to, an interment lot, mausoleum crypt, columbarium niche or other structure or place intended for the deposit of human remains.
 - a) **“Flat Marker”** means any marker set flush with the surface of the ground.
 - b) **“Upright Marker”** means any marker projecting above the ground.
30. **“Mausoleum”** means an above ground structure for the purpose of entombment
31. **“Ministry”** means the Ministry of Consumer and Commercial Relations for Ontario.
32. **“Municipality”** means the Town of Deseronto.
33. **“Niche”** means a compartment within a columbarium for the entombment of cremated human remains.
34. **“O. Reg 30/11”** means Ontario Regulation 30/11
35. **“O. Reg. 184/12”** means Ontario Regulation 184/12
36. **“Plan”** means the plan of the Cemetery, approved by the Bereavement Authority of Ontario.
37. **“Price List”** means a by-law containing a list of prices set by Deseronto Town Council
38. **“Regulations”** means regulations made under the Funeral, Burial and Cremation Services Act, 2002.

Definitions (continued)

39. **“Secretary-Treasurer”** means the Secretary-Treasurer of the Cemetery, who also acts as the Cemetery Administrator and is a Town employee.
40. **“Trust Fund”** means those funds which a trustee may invest, which are defined in The Trustee Act, R.S.O. 1990.
41. **“Urn”** means any container used to hold cremated human remains.

GENERAL INFORMATION

Hours of Operation:

The office of the Deseronto Cemetery is open Monday through Friday from 8:30 am to 4:30 pm with the exception of statutory holidays.

Cemetery Roads:

All vehicles travelling within the Deseronto Cemetery shall not travel faster than 15 km per hour and must stay on the roadway. Driving on grass areas is prohibited.

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 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:

- A. Published once in a newspaper with general circulation in the locality in which the Cemetery is located;
- B. Conspicuously posted on a sign at the entrance of the Cemetery; and
- C. Delivered to each supplier of markers who has delivered a marker to the Cemetery during the previous year, if the by-law amendment pertains to markers or their installation.

All by-laws and by-law amendments are subject to the approval of the Registrar, 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, columbarium niche, monument, marker, or other article that has been placed in relation to an interment or scattering right, save and except for direct loss or damage caused by gross negligence of the Cemetery.

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 during regular business hours.

Pets or Other Animals:

No pets are permitted within the Cemetery grounds, with the exception of “Working Pets”.

Pets or other lower animals, including cremated animal remains, are not permitted to be buried on Cemetery grounds.

General Information (continued)

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.

BOARD STRUCTURE

1. There shall be up to 6 members as well as a designated member of Council appointed to the Cemetery Board of Trustees, by Deseronto Town Council.
2. The board members shall be responsible for all aspects of the operation of the Deseronto Cemetery as sat out in the FBCSA, with final approval of Deseronto Town Council.
3. The Board may make recommendations to Council which will not be effective until confirmed at the next Deseronto Town Council meeting.
4. The Board will elect, from it's membership, a Chairperson, and a Vice-Chair.
5. Meetings of the Board shall be held as often as required but not less often than six times per year.
6. Members are appointed by the Deseronto Town Council at the beginning of each new Council term. Existing members shall remain in place until Council decides otherwise.

ADMINISTRATION

1. The Administrator will have the responsibility of operating the Cemetery in accordance with Provincial requirements, employment labour laws, municipal laws and good business principles, and will be accountable to the Board.
2. The Cemetery Administrator shall have custody, under the Board, of the Cemetery. No interment or removal of bodies shall take place without notice to the Administrator who shall see that a proper Burial Permit or other Certificate required by law is furnished in each instance.
3. The Secretary-Treasurer will have the care of all records and documents and conduct all correspondence. The Secretary- Treasurer shall keep proper record of all money transactions pertaining to Cemetery operations.
4. Only the income earned from the care and maintenance fund or account shall be used exclusively for the maintenance and improvements of the Cemetery.
5. The Municipality shall not be liable for any loss or damage from causes beyond its control.
6. The Municipality shall take reasonable precautions to protect the property of the Interment Rights Holder; but assumes neither liability nor responsibility for the loss or damage of any article that is placed on a lot, grave, crypt or niche.
7. In all matters not specifically covered by these By-laws, or as special circumstances may arise, the Board members may do anything, which is deemed reasonable, approved by Town Council and such determination shall be binding upon the Interment Rights Holder and all parties concerned.
8. There shall be no rights implied or expressed except those granted to the Interment Rights Holder in these By-laws.

SALE AND TRANSFER OF INTERMENT RIGHTS

1. Interment Rights may be purchased from the Municipality according to the plans filed with the BAO, and which are on file in the Cemetery Office.
2. Purchasers of Interment Rights acquire only the right to direct the burial of human remains and the installation of monuments and inscriptions, subject to the conditions set out in the Cemetery by-laws. In accordance with the 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. An Interment Rights Holder wishing to resell their Interment Rights may advise the Cemetery Operator of their intention prior to seeking a third party buyer for their Interment Rights.
3. An Interment Rights Holder shall not transfer, assign or convey Interment Rights or any interest therein without first notifying the Board of their intentions to do so, and furnishing full particulars as to the name and address of the party to whom it is proposed to convey these rights. A form for this purpose is available from the Board and a new Certificate of Interment Rights will be issued to the transferee. No such transfer shall be made while there are arrears in payment upon the rights ownership. The Board reserves the right to require the receipt of sufficient evidence as follows: (a) in case of death, a sufficiently certified copy of the will is deposited with the Board or (b) in case of intestacy or where the lot is not listed in the will, the Board will recognize as owner that party as listed as receiving the residue of the estate or that party designated in a signed agreement executed by the immediate heirs. The Board recommends Rights Holders, when bequeathing these rights, mention the lot site number(s) in their wills.
4. 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.
5. 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.
6. After the 30 day cooling-off period, unless the Interment Rights have been exercised, the purchaser retains the right to re-sell the Interment Rights. 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. Any resale of the Interment Rights shall be in accordance with the requirements of the Cemetery by-laws and in keeping with the FBCSA.

Sale and Transfer of Interment Rights (continued)

7. The Cemetery Operator permits the Interment Rights Holder to resell or transfer their Interment Rights to a third party, at no more than the current price listed on the Cemetery price list, as long as the sale or transfer is conducted through the Cemetery Operator and the purchaser meets the qualifications and requirements as outlined in the Cemetery Operator's by-laws.
8. The Interment Rights Holder(s) intending to sell their rights shall provide the following documents to the Cemetery Operator so that the operator can confirm ownership of the rights and provide the third party purchaser with the required certificate etc.:
 - 1) An Interment Rights certificate endorsed by the current Rights Holder;
 - 2) Any other documentation in the interments Rights Holder(s) possession relating to the rights.

The third party purchaser will be provided with the following documents by the Cemetery Operator:

- 1) An Interment Rights certificate endorsed by the current Rights Holder;
- 2) A copy of the current by-laws;
- 3) A copy of the Cemetery's current price list;
- 4) Any other documentation in the Interment Rights Holder(s) possession relating to the rights

The Cemetery Operator will require:

- 1) A statement signed by the right holder(s) selling the Interment Rights acknowledging the sale of the Interment Rights to the third party purchaser.
 - 2) Confirmation that the person selling the Interment Rights is the person registered on the Cemetery records and that they have the right to re-sell the Interment Rights.
 - 3) Record the date of transfer on the Interment Rights to the third party,
 - 4) The name and address of the third party purchaser(s).
 - 5) A statement of any money owing to the Cemetery Operator in respect to the interment rights.
9. Once the endorsed certificate and all required information has been received by the Cemetery Operator from the right holder(s), the Cemetery Operator will issue a new Interment Rights certificate to the third party purchaser.
 10. Upon completion of the above listed procedures, and upon the issuance of the new Interment Rights certificate, the third party purchaser or transferee(s) shall be considered the current Interment Rights Holder(s) on the Interment Rights, and the resale or transfer of the Interment Rights shall be considered final in accordance with the Cemetery by-laws and the FBCSA.

Sale and Transfer of Interment Rights (continued)

11. The Cemetery Operator may charge an administration fee for the issuance of a duplicate certificate in accordance with the price listed in the Cemetery Operator's current price list.
12. The Deseronto Cemetery will accept payment by installments for Interment Rights sold on a pre-need basis only as follows:
 - a) We require a deposit of at least 35% of the purchase price at the time the application for purchase is signed
 - b) The balance is to be paid by regular equal monthly payments over a term no longer than 1 year.
 - c) Should the payments fall behind for a period of three months, the lots would be repossessed by the Cemetery unless at least two thirds of the purchase price has been paid. In this case, the Cemetery would approach the Ontario Court, General Division, for authorization to repossess.
 - d) No interments shall be made therein, nor a monument erected until all indebtedness has been satisfied.
13. Purchasers of Interment Rights shall acquire only the right and privilege of interment of the dead and of placing markers, subject to the Cemetery By-laws from time to time in force, and approved by the Registrar, BAO.
14. Payment for Interment Rights shall be made at the Cemetery Office.
15. The Municipality shall provide each Interment Rights Holder at the time of sale with:
 - i) a copy of the contract;
 - ii) a copy of the Cemetery By-laws;
 - iii) upon payment in full, a Certificate of Interment Rights.
 - iv) Consumer Information Guide
16. Prices for Interment Rights and related services shall be set out in the most recent Price List. Prices shall include the applicable portion for deposit to the Care and Maintenance Fund, as prescribed by the FBCSA.
17. The transfer of Interment Rights or any interest therein shall be binding after the Administrator has received written notice which shall include the name and address of the transferee. Upon receipt of such notice and the return of the original Certificate of Interment Rights or predecessor easement, the Administrator shall record the transfer and issue a new Certificate of Interment Rights to the transferee. The fee for the transfer shall be prescribed in the Price List.

Sale and Transfer of Interment Rights (continued)

18. In cases of transfer of ownership of Interment Rights by will or bequest, the Municipality shall, for proof of ownership, reserve the right to require production of a notaries copy of the will and letters probate, or other evidence satisfactory to the Municipality.
19. The Interment Rights Holder shall notify the Administrator of any change in mailing address.
20. Notices specified by any By-law shall be given in person or by mail to the Interment Rights Holder, or the legal representative at the last postal address appearing in the records of the Cemetery.
21. If there is available space in the Cemetery, the Board is obligated to provide, upon receiving written instructions from a welfare administrator, a lot plus the Cemetery services. For these rights and services, the Board shall receive full payment.
22. No person shall sell Interment Rights unless authorized by the Board.
23. The Municipality may apply to the Registrar, BAO for a declaration that Interment Rights are abandoned, and may re-sell Interment Rights that have been declared abandoned, in keeping with the FBCSA Section 49 (1)..
24. The contract shall be deemed to be cancelled if the Cemetery has reasonable grounds to believe that the Rights Holder has or would have reached the age of one hundred and twenty (120) years, and if the Board is unable, after making reasonable efforts, to determine if a beneficiary is alive, as per O. Reg. 30/11 Section 141.

INTERMENTS, DISINTERMENTS AND ENTOMBMENTS

1. Interments shall be authorized in writing by the Interment Rights Holder, the legal representative or the heir-at-law.
2. When Interment Rights of a lot or plot are held jointly by two or more persons, an Order for Interment shall be accepted from either or any of them or from their legal representative.
3. Those ordering the Interment shall be held responsible for charges incurred.
4. No more than one Interment shall be made in any single grave except:
In areas designated for double depth Interment,
For up to five cremated human remains;
In the case of an infant container of 30.2 cm (12 inches) by 60.96 cm (24 inches), or of four cremated human remains, which may be interred within a single grave in which a casket containing human remains has been interred.
5. Only human remains shall be permitted interment within the Cemetery.
6. Remains to be interred in a grave shall be enclosed and sealed securely in a container of sufficient strength to permit interment with the container remaining intact. The container shall be of size to permit Interment within the dimensions of the lot.
7. Notice of Interment shall be given at the Cemetery Office at least sixteen working hours in advance. The Cemetery shall not be responsible for the preparation of graves without such notice. The Cemetery will not be held responsible for interment arrangements ordered over the phone.
8. The following documents are required to exercise Interment Rights in the Cemetery: Burial Permit or Certificate of Cremation. Additionally, the following documents may be required: Authorization Document, when the legal representative or the heir-at-law is exercising Interment Rights, and Removal Order, Certificate of Interment Rights or predecessor easement; and Order of Interment when necessary. The lot and interment fees must be paid in full prior to any interment.
9. Interment shall be permitted between the hours of 8:30 a.m. and 4:00 p.m. Monday to Saturday. Interment service requests other than in these time periods, are with the approval of the Administrator and may be subject to additional fees.

Interments, Disinterments and Entombments (continued)

10. Interments shall not be permitted on Sunday nor on a statutory holiday unless with approval of the Cemetery Administrator.
11. Winter Interments shall take place unless weather does not permit and an additional charge for snow removal may apply.
12. No lot shall be opened for Interment or Disinterment by any person not in the employ or under the direction of the Municipality.
13. A written statement with the name, place of birth, late residence, age and date of death of the person to be interred, and the name of the funeral director or transfer service shall be provided to the office of the Cemetery Office prior to Interment.
14. Funeral processions shall follow the designated route.
15. The Interment fee payment, as prescribed in the Price List, shall be deposited with the Cemetery Administrator before the Interment or Entombment shall take place.
16. The Interment fee shall include the opening and closing of the grave.
17. The Municipality shall exercise all due care in making Interments and Disinterments, but shall not be responsible for any damage to any casket, urn or other container during Disinterment.
18. Disinterment shall not be permitted without the written consent of the Medical Officer of Health and of the Interment Rights Holder, except on an order from the Court or as provided in the FBCSA. Cremated remains are disinterred under O. Reg. 30/11 Section 162 (3B). 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) as per FBCSA, Section 102.1
19. A funeral director or member of clergy, Medical Officer of Health and Cemetery Personnel are the only individuals permitted to view Disinterment.
20. No person shall remove human remains from the Cemetery unless a certificate of a Medical Officer of Health or of the Cemetery confirming compliance with the FBCSA, is affixed to the container. It is to be noted that this does not apply to cremated human remains. A Burial Permit under the Vital Statistics Act is not required to reinter human remains that have been disinterred in accordance with the FBCSA.

Interments, Disinterments and Entombments (continued)

21. The Municipality shall reserve the right to correct at its expense any error that may be made by it in making Interments or Disinterments, or in the description, conveyance or transfer of any Interment Rights. The Municipality may cancel such conveyance and substitute and convey in lieu thereof other Interment Rights of equal value and similar location, as far as 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 of the Municipality. 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.
22. Due to increasing use of oversized outer containers, the Municipality shall not assume responsibility for reduction of the number of grave openings that may be made in any plot.
23. During an Interment service, lowering of the casket fully into the grave while mourners are present shall be permitted only under special circumstances.
24. The Board shall permit within the Cemetery only those activities and insignia in keeping with dignified ceremony.
25. Fees pertaining to Disinterment or Disentombment shall be prescribed in the Price List.

COLUMBARIUM

1. Payment must be made to the Cemetery Administrator before an interment may take place.
2. Only the Cemetery Administrator or designate may open the sealed niches for interments. This applies to the inside sealer and the niche front.
3. To ensure quality control, desired uniformity and standard workmanship, the Cemetery reserves the right to inscribe 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.

CARE OF LOTS — GENERAL

1. Lots for which Interment Rights have been sold or assigned shall be maintained and kept properly graded, sodded and mown by the Municipality.
2. As set out in the FBCSA, the Municipality may charge Interment Rights Holders, at a rate filed with the Registrar, for the maintenance of lots and markers that were sold before 1955, if there were no trust funds collected for that purpose as per O. Reg. 30/11 Section 95 (2)
3. The Municipality shall not be responsible for the loss of, or damage to, articles left upon a lot/plot
4. Borders, fences, railings, walls, cut-stone copings, and hedges in or around lots are not permitted. Should those that were previously erected become dangerous or in a state of disrepair, the Municipality may order the removal of said enclosures thirty days after giving written notice to the Interment Rights Holder's recorded address as appears in Cemetery records.
5. Nails, wires, wooden crosses, articles of glass, pottery or any other material, which when neglected or broken, may create a hazard to workers or visitors, shall not be permitted.
6. Articles which are detrimental to efficient maintenance or which constitute a hazard to machinery, employees or visitors, or which are unsightly or do not conform with the natural beauty of the Cemetery, shall be removed. The Interment Rights Holder shall be notified, where possible. Articles not collected by the Interment Rights Holder within thirty days shall be discarded.
7. Work done upon a lot shall be with the permission of the Administrator.
8. Implements or materials used within the Cemetery shall be removed without delay by those responsible and, if this is not done, the Administrator may order the removal of same at the expense of those responsible.
9. Garbage receptacles are placed throughout the Cemetery to provide for rubbish associated with care of lots. Debris originating from outside the Cemetery shall not be placed in these receptacles or anywhere else in the Cemetery.
10. The grading of the lot or plot shall not be changed without authorization of the Administrator and, in the case of any such change, the Municipality may restore the lot to its original grade at the expense of those responsible for the change.
11. Installation of benches or other furnishings on or near plots or lots are not permitted without prior approval of the Cemetery Board.

Care of Lots — General (continued)

12. Trees, shrubs, flowering or other plants may be cultivated on lots, but only such varieties that contribute to the enhancement of and are in keeping with the general plan of the grounds, subject to the approval of the Administrator.
13. Trees, shrubs, flowering or other plants on a lot which have become, by means of their roots, branches or in any other way, detrimental to the adjacent trees, lots, drains, roads or walks, or prejudicial to the general appearance of the grounds, or inconvenient to the public, may be removed from the lot in whole or in part by the Municipality, after thirty days notice has been given to the Interment Rights Holder. The expense of the removal may be charged to the Interments Rights Holder.

CARE OF LOTS — FLOWERS

1. Memorial wreaths attached to the monuments, so as not to impede lawn maintenance, shall be permitted.
2. Flowerbeds, where permitted on lots, shall be planted in front of the upright marker. The length of the flowerbed shall not exceed the length of the base stone. The width of the flowerbed shall not exceed 40.64 cm (16 inches).
3. Non-glass vases, containers, wreaths or flowers which are left beyond the designated time, or which become unsightly or interfere with grass cutting, may be removed. The Interment Rights Holder shall be notified, where possible. Articles not collected by the Interment Rights Holder within thirty days shall be discarded.
4. The Municipality shall not be liable for vases, containers, wreaths or flowers placed on Cemetery property.

MARKERS — GENERAL INFORMATION

1. The Municipality shall reserve the right to determine the size of markers on each lot or plot.
2. Those intending to install a marker in the Cemetery shall pay to the Municipality the appropriate amount for the Care and Maintenance Fund, as prescribed by the FBCSA, prior to installation of the marker.
3. Markers shall not be delivered to the Cemetery without prior receipt by the Municipality of a Request for Marker Installation form containing the following information:
 - i) Name and address of the Interment Rights Holder;
In the case of an upright marker:
 - a) Dimensions of the die stone (height, width, thickness),
 - b) Dimensions of the base stone (height, width, thickness),
 - c) Description of the marker;
 - ii) In the case of a flat marker: Dimensions and description of the marker
4. No marker or other structure shall be placed in or upon a lot or plot until accrued charges have been paid in full.
5. No marker, footstone or memorial of any kind shall be placed, moved, altered or removed without authorization of the Municipality.
6. The Municipality shall take reasonable precaution to protect the property of the Interment Rights Holder, but shall assume neither liability nor responsibility for the loss of or damage to any marker, except where such damage or loss is due to its own negligence.
7. A marker, memorial or other structure which becomes unsightly or dangerous may be repaired, reset or laid down by the Municipality to ensure the safety of the public and to preserve the dignity of the Cemetery.
8. The Interment Rights Holder shall be notified by the Administrator, in writing, where possible, when a marker, memorial or other structure on the lot or plot of the Interment Rights Holder is to be repaired, reset or laid down.

UPRIGHT MARKERS

1. There shall be not more than one upright marker on any lot.
2. The upright marker shall be placed at the head of the lot or the place reserved for it, unless adjoining (end-to-end) lots or plots are owned by the same Interment Rights Holder, in which case both sides of the die stone may be used for inscription.
3. The die stone and base stone shall be constructed of granite.
4. Upright markers to be placed at the head of an infant grave shall not exceed 60.96 cm (24 inches) in overall height. The base stone shall not exceed a width of 45.7 cm (18 inches) nor thickness of 25.4 cm (10 inches) and shall not be less than 20.3 cm (8 inches) in height. The die stone shall not exceed a width of 40.6 cm (16 inches) nor a thickness of 15.2 cm (6 inches).
5. Upright markers to be placed at the head of a single grave shall not exceed 1.22 metres (48 inches) in overall height. The base stone shall not exceed a width of 76.2 cm (30 inches) nor thickness of 35.6 cm (14 inches) and shall not be less than 20.3 (8 inches) in height. The die stone shall not exceed a width of 66 cm (26 inches) nor a thickness of 15.2 cm (6 inches).
6. Upright markers to be placed at the head and center width of a plot containing two or more single graves shall not exceed 1.37 metres (54 inches) in overall height.
7. The base stone to be placed on a two grave plot shall not exceed a width of 1.62 metres (64 inches) nor thickness of 40.6 cm (16 inches). The die stone shall not exceed a width of 1.47 metres (58 inches) nor a thickness of 25.4 cm (10 inches).
8. The base stone to be placed on a three grave plot shall not exceed a width of 1.83 metres (72 inches) nor thickness of 40.6 cm (16 inches). The die stone shall not exceed a width of 1.73 metres (68 inches) nor a thickness of 25.4 cm (10 inches).
9. The base stone to be placed on a plot containing more than three graves, may be permitted upon approval of the Board, the width not exceeding 50% of the width of the plot. The thickness of the base stone shall not exceed 45.7 cm (18 inches). The die stone shall not exceed a thickness of 30.5 cm (12 inches).
10. The top and bottom of a base stone shall be smooth sawn.

Upright Markers (continued)

11. Free standing crosses or upright markers of exceptional design that may exceed upright marker specifications may be permitted, should the design, plan and specifications relative to the material, construction and the proposed location be submitted to and approved by the Board.
12. Minor scraping of the base stone due to the grass mowing operations shall be considered by the Municipality to be normal wear.
13. Upright markers shall have no uncovered vertical joints.
14. The technical specifications for foundations provided by monument suppliers, shall be as follows:
 - i) The concrete mix for the foundation shall be 20.5 MPA (3000 psi), maximum 75mm (3 inches) slump, maximum 20 mm (0.8 inches) aggregate and 6% +/- 1% air entraining agent.
 - ii) The dimensions of the bottom of the foundation shall be at least equal to the dimensions of the top of the foundation.
 - iii) The dimensions of the top of the foundation shall be equal to the dimensions of the base stone.
 - iv) The surface of the foundation shall be flush with the lowest point of the surrounding ground.
 - v) Should conditions Warrant, a floating type foundation may be built and placed over 20 mm (0.8 inches) clear, crushed stone.
 - vi) The finished concrete shall be permitted to cure for 48 hours before a marker is placed.
 - vii) A proper bonding agent and re-bar shall be used when it is necessary to add to an existing foundation.
 - viii) The lot or plot upon which foundation work is executed shall be returned to proper condition.
15. Marker inscriptions shall be in keeping with the dignity and decorum of the Cemetery. Only surnames are permitted on the reverse side of the upright monuments.
16. Specifications for inscriptions to be placed on the surface of an exterior niche panel of a Columbarium shall be given to the Interment Rights Holder at the time of Interment Rights purchase.
17. The marker for a Canadian or Allied Veteran or for a Commonwealth War Interment shall not be altered or moved without the agreement of the Federal Department of Veterans Affairs, the Commonwealth War Graves Commission or such authority as is prescribed by statute. This shall apply only where the Federal Department of Veterans Affairs has contributed to the cost of the Interment

FLAT MARKERS

1. Flat markers or footstones of bronze or granite are permitted with size and quantity restrictions according to the section of the Cemetery and the regulations deemed necessary as per size of the lot or plot.
2. The maximum dimensions of flat markers shall be as follows:
 - i) Infant grave: marker to be placed at the head of grave 50.8 cm (20 inches) across by 40.64 cm (16 inches) top to bottom;
 - ii) Single grave: marker to be placed at the head of the grave, 60.96 cm (24 inches) across by 30.48 cm (12 inches) top to bottom;
 - iii) Single grave: marker to be placed other than at the head of grave, 60.96 cm (24 inches) across by 40.64 cm (16 inches) top to bottom;
 - iv) Double grave and larger: 106.68 cm (42 inches) across by 30.48 cm (12 inches) top to bottom.
3. The minimum thickness for flat granite markers and for the bases of flat bronze markers shall be 10 cm (4 inches).
4. Cornerstones shall be made of granite and shall not exceed 15.24 cm (6 inches) by 15.24 cm (6 inches).

REGULATIONS FOR MARKER DEALERS, CONTRACTORS AND WORKERS

1. 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. 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. All Cemetery by-laws apply to all contractors and all work carried out by contractors within the Cemetery grounds.
2. Prior to the start of any said work, contractors must provide proof of:
 - WSIB coverage
 - Occupational Health & Safety compliance standards
 - Environmental Protection
 - WHMIS
 - Evidence of liability insurance of not less than two million dollars
3. The demeanor of workmen employed by others upon the Cemetery property shall be subject to the control of the Administrator. Contractors, masons and stone-cutters shall lay planking on the lots and paths over which heavy materials are to be moved in order to protect the ground surface from injury. Workmen shall not be permitted to work within the Cemetery on Sundays, Statutory holidays or before 8:00 a.m. or after 5:00 p.m. weekdays, unless special permission is given by the Administrator.
4. All implements and materials used in the performance of any work shall be placed where the Administrator may direct. All rubbish and surplus earth shall be removed in such manner and at such time and to such place as the Administrator may order. Otherwise the obstruction will be removed and the expenses incurred charged to the individual responsible.
5. The Municipality shall not be held responsible in any way for injury which should befall any marker dealer, contractor or their employees while performing their duties on Cemetery property.
6. Heavy loads shall not be permitted within the Cemetery without special permission.
7. 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.

VISITORS

1. Visitors are always welcome at the Cemetery from 8:00 a.m. to sunset. They are asked to remember the respect due to those interred within.
2. Cemetery Office hours are from 8:30 a.m. to 4:30 p.m. Monday to Friday at the Deseronto Town Hall.
3. Children under the age of 16 years shall not be admitted to the Cemetery grounds unless accompanied by an adult, who shall be responsible for their good conduct.
4. Pets shall not be permitted on the Cemetery grounds.
5. Parades and assemblies other than funeral processions shall not be permitted on the Cemetery grounds without prior approval of the Municipality.
6. Vehicles within the Cemetery shall be driven with due decorum and at a moderate rate of speed and shall not leave the avenues. Proprietors of vehicles shall be liable for any damage done by them or their drivers.
7. All-terrain vehicles, snowmobiles and similar vehicles shall not be permitted on Cemetery grounds.
8. Bicycles are permitted when operated by an adult in a safe and proper manner and shall not leave the avenues.
9. The discharge of firearms, except at interment services for which permission has been granted by the Municipality, shall be prohibited on the Cemetery grounds.
10. Rubbish shall be placed in the appropriate receptacles and shall not be thrown on the Cemetery grounds.
11. Complaints by Interment Rights Holders or visitors shall be made to the Deseronto Town Hall and not to the workers on the Cemetery grounds.
12. A person disturbing the quiet and good order of the Cemetery or who otherwise violates these By-laws shall be expelled from the Cemetery grounds.
13. A person who, on the Cemetery grounds, damages or moves any tree, plant, marker, fence, structure or other things usually erected, planted or placed in a Cemetery is liable to the Municipality and to the Interment Rights Holder whose property, as a result, incurs damage.

Article XV — Visitors (continued)

14. The Administrator and his assistants are empowered and are required to preserve order and decorum in the Cemetery.
15. The sale or solicitation of goods and services, or the posting of signs, notices or advertising of any kind shall not be permitted on the Cemetery grounds without prior authorization of the Board.

APPROVED	APPROUVÉ
By the Registrar, <i>Funeral, Burial and Cremation Services Act, 2002, Bereavement Authority of Ontario</i>	Par le Registraire, <i>Loi de 2002 sur les services funéraires et les services d'enterrement et de crémation, l'Autorité des services funéraires et cimetières de l'Ontario</i>
Date: <u>March 19, 2021</u>	

