

**St. Peter's Cemetery**  
**BY-LAWS**  
**April 9, 2019**



**Managed by the**  
**St. Peter's Cemetery Board**  
**St. Peter's Parish, Goderich**

**36729 Saltford Road, Township of Ashfield-Colborne-Wawanosh, ON,  
Contact St. Peter's Parish Office, 156 North St., Goderich, N7A 2V3, 519-524-8174**



# St. Peter's Cemetery

Township of Ashfield-Colborne-Wawanosh, ON

## Cemetery By-Laws

Owned and operated by The Roman Catholic Episcopal Corporation of the Diocese of London in Ontario. Business Licence No. 3267677-1. Site No. 01518.

Effective April 9, 2019

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### 1. INTRODUCTION

St. Peter's Cemetery (hereinafter referred to as "Cemetery") is owned and operated by The Roman Catholic Episcopal Corporation of the Diocese of London in Ontario. The Cemetery is located at 36729 Saltford Road, Township of Ashfield-Colborne-Wawanosh, ON. It is administered by St. Peter's Cemetery Board, which is composed of volunteer parishioner members and the pastor. The Cemetery is cared for by the Cemetery Board which may hire individuals or companies to carry out work for which it has neither the equipment nor the manpower.

This booklet contains the By-laws of St. Peter's Cemetery. They have been approved by the Bereavement Authority of Ontario.

These By-laws reflect time-tested Cemetery practices and have been developed based on experience. The By-laws govern all matters pertaining to the operation of the Cemetery. By-Law compliance ensures the safety of the Cemetery and all visitors, and the maintenance of proper cemetery operations.

In addition to the By-laws, the Funeral Burial and Cremation Services Act, 2002 and Ontario Regulation 30/11 and 184/12 and all Provincial, Municipal or other legal regulations shall be adhered to by the Cemetery and all visitors.

The By-laws may at any time be changed, amended, altered, repealed, rescinded or added to, upon the approval of the Cemetery Board and the Registrar, Bereavement Authority of Ontario.

The Cemetery is a sacred place blessed by the Church and shall at all times be operated in a manner that is consistent with the Roman Catholic faith, teachings and beliefs. As such, scattering rights are not available.

## 2. GLOSSARY OF TERMS

**Board:** The St. Peter's Cemetery Board shall consist of six to nine volunteer board members and the pastor.

**Burial:** The word "Burial" may be used throughout this By-law as a general word for Interments and Inurnments.

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

**Care and Maintenance Funds:** It is a requirement under the FBCSA and O. Reg. 30/11 and 184/12 that a prescribed amount or a percentage of the purchase price (excluding tax) of all interment rights sold, transferred, assigned or permitted; and prescribed amounts for monuments and markers, is contributed into the care and maintenance fund. Interest earned from this fund is used to provide care and maintenance of lots, plots, markers and monuments at the cemetery.

**Certificate of Interment Rights:** A document, issued by the Cemetery Board, once Interment Rights have been paid in full, specifying the ownership of the Interment Rights.

**Disinterment:** The removal of human remains, including cremated human remains, from a closed or sealed Gravesite.

**FBCSA:** The Funeral, Burial and Cremation Services Act, 2002 as amended from time to time.

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

**Interment/Inurnment:** The opening and closing of a Gravesite (in-ground) for human remains or cremated human remains.

**Interment Rights:** The right to require or direct the Burial of human remains or cremated human remains in a Gravesite, and memorialization subject to Section 7 of these by-laws.

**Interment Rights Holder:** As determined by the Cemetery Board, a person or persons, firm, or corporation holding the right to direct the burial of human remains, cremated human remains, and associated memorialization in an Interment Right.

**Marker, Flat Marker, Grass Marker or Footstone:** A memorial constructed of granite, marble or bronze, set flush and level with the ground in the Marker Space of a Gravesite. The Marker is the property of the Interment Rights Holder.

**Marker Space:** Unless otherwise specified on the Certificate of Interment Rights, that portion of the Gravesite(s) designated to contain the marker.

**Memorials:** All Markers or Monuments and any other form used to inscribe the names of individuals interred or inurned within the Cemetery.

**Monument:** An upright (above-ground) memorial, constructed of granite, marble or bronze material, installed within the designated Monument Space of a Gravesite.

**Monument Base:** That portion of the Monument constructed of granite and set on the concrete Monument foundation to provide stability and protection for the Monument Die.

**Monument Die:** Those portions of the Monument set on the Monument Base, containing the design and memorial inscription.

**Monument Foundation:** The in-ground concrete foundation, set flush with the ground and extending two (2) inches beyond the Monument Base on all sides.

**Monument Space:** Unless otherwise specified on the Certificate of Interment Rights, that portion of the Gravesite(s) designated to contain the Monument.

**Burial Permit:** The fee collected and submitted to the Provincial government for each interment or inurnment.

**Plot, lot or gravesite:** Shall mean an area of ground set aside for one or more burials.

**Purchaser:** The individual(s) purchasing the Interment Rights. The Purchaser does not hold or maintain the right to direct burials, disinterment or memorialization unless registered as the Interment Rights Holder(s) and are so named on the Certificate of Interment Rights.

**Raised Marker, Bevel Marker, or Pillow Marker:** An above-ground memorial, constructed of granite, marble or bronze material, installed on a base within the designated Monument Space of a Gravesite. Generally, raised markers are sloped so that the back of the memorial is slightly higher than the front of the memorial.

### 3. GENERAL PROVISIONS

- 3.1 Hours of operation:** The Cemetery is normally open daily from sunrise to sunset. Burials are normally permitted Mondays through Fridays between 10 AM and 4 PM, Saturdays between 10 AM and 1 PM. The Cemetery reserves the right to restrict access to the Cemetery for such purposes as it considers appropriate in its sole discretion.
- 3.2 Private Property:** The Cemetery is private property. Interment Rights Holder(s) and the public may visit the Cemetery at their own risk and shall be governed by the following;
- 3.3 Damage to Property:** No one shall damage, destroy, remove or deface any property in or belonging to the Cemetery;
- 3.3.1 **Vehicles:** Vehicles within the Cemetery shall be driven at a speed less than 15 km/hr. At no time shall vehicles park or drive on the grass. Owners of vehicles will be held liable for any damage caused by their drivers or vehicles;
- 3.3.2 **Improper Conduct:** In the sole opinion of the Cemetery Board, any person whose actions, conduct, behavior, or attire disturbs the decorum of the Cemetery, or who violates these By-laws, may be required to leave the Cemetery grounds;
- 3.3.3 **Dogs, Cats and Pets:** Dogs, cats and pets are not permitted on Cemetery property. Guide dogs are permitted;

- 3.3.4 **Burial of Animals:** Burial of animals is not permitted;  
**Special Events:** Special Events are only permitted with the prior approval of the Cemetery Board;
- 3.3.5 **Soliciting:** Canvassing, soliciting, advertising or distributing business cards in the Cemetery is prohibited, as is the placing or displaying of any manufacturer's, monument dealer's, or quarry's name, insignia or trademark in any form;
- 3.3.6 **Photographing, Filming, or Video-Taping:** Photographing, filming, or video-taping of any part of the Cemetery may only take place with the prior approval of the Cemetery Board;
- 3.3.7 **Roller Blades and Skateboards:** The use of roller blades and skateboards is strictly prohibited within the Cemetery;
- 3.3.8 **Bicycles and Recreational Vehicles:** To ensure safety in the Cemetery, bicycles and recreational vehicles are prohibited within the Cemetery grounds unless they are being used as a means of transportation. All bicycles and recreational vehicles must be operated in a safe manner that respects the needs of families and only on cemetery roads at a speed less than 10 km/hour. Bicycle and recreational vehicle racing is strictly prohibited;
- 3.3.9 **Jogging:** No jogging is permitted within the Cemetery.

**3.4 Liability for Loss or Damage:** The Cemetery assumes no liability or responsibility for the loss of, or damage to, any Gravesite, Monument, Marker, or article that may be placed on an Interment Right save and except as noted below.

**3.5 Ownership of Memorials:** All Memorials are the property of the Interment Rights Holder.

The Cemetery shall take reasonable precautions to protect the property of the Interment Rights Holders, but the Cemetery will assume no liability or responsibility for the loss of, or damage to any lot plot or monument or other article that has been placed in relation to an Interment right save and accept for direct loss or damage caused by gross negligence of the Cemetery and the Cemetery shall make all reasonable efforts to correct the damage.

The Cemetery disclaims all responsibility for loss or damage from causes beyond its reasonable control, and especially from damage by an Act of God, the elements, earthquakes, war, common enemy, air raids, invasions, insurrections, riots, order of any military or civil authority, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents or any cause similar or dissimilar beyond the reasonable control of the Cemetery whether the damage be direct or collateral. If it becomes necessary to reconstruct or repair monuments or memorials, in any section, including Gravesites, the Cemetery may give a 90-day written notice of the necessity for such repair to the Interment Rights Holder on record. The notice shall be considered given once sent by registered mail addressed to the current Interment Rights Holder at his/her address on the Cemetery records. Visitors entering the Cemetery do so at their own risk and waive any claims to the Cemetery through accidents while on the grounds.

**3.6 Public Access to Information:** The Cemetery is committed to protecting the privacy of its Interment Rights Holders. We collect, use and disclose **personal** information as required by governing federal and provincial legislation. We do not rent, sell, or trade personal information lists. Individuals may request their personal information in writing at any time to ensure that it is correct and current, or to edit it.

**3.7 Notice of Change of Address:** Each Interment Rights Holder shall notify the Cemetery of any change of his/her address. Notice sent to the Interment Rights Holder at the last address according to the Cemetery's record shall be deemed to have been received by him/her when in the ordinary course of post, it would have reached him/her at the address in the Cemetery's records.

**3.8 Changes in By-laws:** The Cemetery Board may, from time to time, change the By-laws in order to best serve the interests of its cemetery and the Interment Rights Holders. Public notice indicating pending changes will be posted at the entrance to the Cemetery and placed in a local newspaper and delivered to each supplier of markers who has delivered a marker to the cemetery during the previous year, if the by-law or by-law amendment pertains to markers or their installation. All changes to the By-laws are subject to the approval of the Registrar, Bereavement Authority of Ontario.

**3.9 Right to Re-Survey:** The Cemetery expressly reserves the following rights and privileges to be exercised from time to time in accordance with any governing Provincial legislation in effect at the time:

- To re-survey, enlarge, construct a building or structure, alter, and/or diminish all or any portion of the Cemetery;
- To lay out, establish, close, eliminate, or otherwise modify or change the location of roads, walks, or drives;
- To create or remove easements and rights of way over and through all of the Cemetery premises for the purpose of installing, maintaining, or operating utility or communication lines, drains, irrigation systems, or for any other cemetery purpose provided that no Interments or sale of Interment Rights have taken place in these areas.

**3.10 No Easements:** No easement or right of interment is granted to any Interment Rights Holder in any road, drive or walk within the Cemetery, but such road, drive or walk may be used as a means of access to the Cemetery as long as the Cemetery devotes such road, drive or walk to that purpose.

**3.11 Scattering Not Permitted: Scattering of Cremated remains is not permitted.**

**3.12 Supporting Documentation:** Where the person(s) to exercise or to deal with Interment Rights is/are not the person whose name appears on the Certificate of Interment Rights, the Cemetery Board may require such person(s) to produce, at his/her sole expense, such documentation as the Cemetery Board may require to establish the legal right of such person(s) to exercise or to deal with such Interment Rights.

**3.13 Public Register:** As per Provincial Legislation – Section 110 of O. Reg 30/11 and 184/12, the Public Register is available for viewing without charge at the parish office during regular office hours.

#### **4. CORRECTION OF ERRORS**

The Cemetery Board may, to correct any error that may have been made by it either in making a Burial or Disinterment or in the description, transfer or granting of Interment Rights, either cancel such grant and substitute and grant in lieu thereof other Interments Rights of equal value and similar location, other Interment Rights of equal value and similar location as far as is reasonably possible and as may be selected by the Cemetery Board, or refund the money paid on account for the purchases of said Interment

Rights. In the event of any such error that may involve the Interment or Disinterment of the remains of any persons or person in any Interment, the Cemetery Board with the permission of the local Medical Officer of Health and Interment Rights Holder, may remove and re-inter the remains in such other Interment Rights of equal value and similar location as is reasonably possible as may be substituted and granted in lieu thereof.

## **5. PURCHASES, SALES AND TRANSFERS**

- 5.1 Contracts:** All Purchasers of Interment Rights, or other cemetery supplies and services must receive a copy of the contract they and the cemetery operator have signed detailing the obligations of both parties, and acknowledging receipt and acceptance of the cemetery by-laws, a copy of the Consumer Information Guide and the Price List. Terms and conditions of sale are detailed in the contract.
- 5.2 Cancellation of Interment Rights:** Cancellation within 30-day Cooling-off period: Provided a Burial has not taken place, a Purchaser has the right to cancel an Interment Rights Contract within 30 days of signing the Interment Rights Contract by providing written notice of the cancellation to the Cemetery Board. The Cemetery Board will refund all monies paid by the Purchaser within 30 days from receipt of the written notice.
- 5.3 Ownership of Interment Rights:** Ownership of all cemetery lands remain vested with The Roman Catholic Episcopal Corporation of the Diocese of London in Ontario at all times. Interment Rights Holders acquire only the right to direct the Burial of human remains, cremated human remains, and associated memorialization in an Interment Right subject to the By-laws. Ownership of Interment Rights does not transfer from the Cemetery until all monies due under the Interment Rights Contract are paid at which time the Certificate of Interment Rights will be issued.
- 5.4 Care and Maintenance Fund:** : It is a requirement under the FBCSA and O. Reg. 30/11 and 184/12 that a prescribed amount or a percentage of the purchase price (excluding tax) of all interment rights sold, transferred, assigned or permitted; and prescribed amounts for monuments and markers, is contributed into the care and maintenance fund. Interest earned from this fund is used to provide care and maintenance of lots, plots, markers and monuments at th cemetery. Payments to the Care and Maintenance Fund are not refundable except when Interment Rights are canceled within the 30 day Cooling-off Period (see 5.2 above).
- 5.5 Private Re-sale or Transfer of Interment Rights after 30 day Cooling-off Period**
- 5.5.1** All re-sales or transfers of interment rights must be carried out through the Cemetery Board in accordance with the FBCSA and the Cemetery By-laws.
- 5.5.2** The Interment Rights Holder is permitted to sell or transfer their Interment Rights to another person, firm or corporation, subject to the rules and regulation in the FBCSA and in the By-laws.
- 5.5.3** The Cemetery Board is not required to re-purchase unused Interment Rights.
- 5.5.4** The selling price cannot exceed the current amount as listed in the Cemetery price list.

The Sale or Transfer is not complete and is not recognized by the Cemetery Board until the Sale or Transfer of Interment Rights has been duly executed by the transferor, transferee and Cemetery Board and any balance outstanding on account has been paid in full.

**5.5.5** Sales and transfers shall be subject to applicable administrative fees as noted in the Cemetery price list. It is a requirement under the FBCSA and O. Reg. 30/11 and 184/12 that a prescribed amount or a percentage of the purchase price (excluding tax) of all interment rights sold; and prescribed amounts for monuments and markers is contributed into the care and maintenance fund. Contributions to the care and maintenance fund are not refundable except when interment rights are cancelled within the 30-day cooling off period.

## **5.6 Endorsement of Sale or Transfer**

- 5.6.1** The original Certificate of Interment Rights must be returned to the Cemetery Board.
- 5.6.2** If the original Certificate of Interment Rights cannot be produced, the Cemetery Board must verify ownership of the Interment Rights.
- 5.6.3** Acceptable photo identification and proof of ownership of the Interment Rights must be presented with the return of the original Certificate of Interment Rights.
- 5.6.4** Once the Sale and Transfer of Interment Rights form is completed and all applicable fees and outstanding balances have been paid, a new Certificate of Interment Rights will be issued to the transferee for those Rights being transferred and in the name of the Transferor for those Rights retained, within 14 days.

## **6. Burials and Disinterments**

- 6.1** Burial Permits are issued by the local municipality. A Burial cannot proceed until a Burial Permit or Certificate of Cremation is received by the Cemetery Board.
- 6.2** In each case of burial, a written statement giving the name, residence with street address, time of interment, in what grave to be interred, Interment Rights Holder of the grave and name of the funeral director must be furnished, so that an accurate record may be kept. Precise and proper instruction in writing shall be given regarding the location of every burial, as the Cemetery Board cannot be held responsible for any errors resulting from wrong or lack of specific information.
- 6.3** If burial of someone other than the Interment Rights Holder is to take place, written permission of the Interment Rights Holder must be delivered to the Cemetery before the burial.
- 6.4** The Cemetery Board shall be given a minimum of 48 hours' notice for each Burial of human remains or cremated human remains.
- 6.5** The opening and closing of Graves may only be conducted by the Cemetery Board or those designated to do work on behalf of the Cemetery Board.
- 6.6** One traditional Burial plus three Cremation Burials OR four Cremation Burials are permitted in each traditional sized gravesite.
- 6.7** Two cremated human remains are permitted in each cremation sized lot.
- 6.8** Disinterments shall be completed in accordance with the FBCSA. 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).



**6.9** No Burials, Disinterments or other services or supplies shall be provided until all arrears have been paid in full.

**6.10** Interments will take place until weather no longer permits, as determined by the Cemetery Board.

## **7 MEMORIALIZATION**

**7.1** No Memorial shall be installed in the Cemetery unless the payment to the Care and Maintenance Marker Fund is paid in full to the Cemetery Board.

**7.2** No Memorial, Monument Base or Monument Foundation of any description shall be placed, moved, altered, or removed without permission from the Cemetery Board. Minor scraping of the Monument Base due to lawn maintenance is considered to be normal wear.

**7.3** The Cemetery reserves the right to determine allowable size of Memorials and their location on each Gravesite.

**7.4** Memorials must not be of a size or placement that would interfere with any future Interments.

**7.5** If any Memorial presents a risk to public safety because it has become unstable, the Cemetery Board shall do whatever it deems necessary by way of repairing, re-setting or laying down the Memorial or any other remedy so as to remove the risk.

**7.6** The Cemetery Board reserves the right to remove at its sole discretion any Memorial or inscription which is not in keeping with the dignity, decorum and Catholicity of the Cemetery as determined by the Cemetery Board.

**7.7 Foundation** - The in-ground concrete foundation, set flush with the ground and extending two (2) inches beyond the Monument Base on all sides.

**7.7.1** Concrete Foundations are required for monuments and raised markers.

**7.7.2** Foundations must be a minimum depth of 48".

**7.7.3** Foundations must extend 2" beyond the monument base on all sides.

**7.7.4** Foundations must be set flush with the ground.

**7.7.5** Foundations are to be centered at the head, or west end, of the grave and aligned with other markers.

**7.7.6** No foundation is to be poured within 3" of gravesite side lines.

**7.8 Base** - That portion of the Monument constructed of granite and set on the concrete Monument foundation to provide stability and protection for the Monument Die.

**7.8.1** The base must be made of granite.

**7.8.2** The height of a base must be a minimum of 8" for a Monument, or 6" for a Raised Marker.

**7.8.3** The top surface of a base must be both longer and wider than the die and provide a minimum border of 3" of surface of the base on all sides.

**7.8.4** Minor scraping of the monument base due to lawn maintenance is considered normal wear.

## **7.9 Flat Markers**

**7.9.1** Markers are to be made of granite, marble or bronze.

**7.9.2** Bronze markers are to be attached to a granite base a minimum of 4" thick.

**7.9.3** There can be only one Flat Marker per grave site.

**7.9.4** The maximum permitted size for Flat Markers in Section A to E is 24" x 18" and in Section "F" 24" x 12".

**7.9.5** Only Flat Markers of Granite are permitted in Section "F", with the exception of veteran flat markers in compliance with the "Last Post Fund" provisions.

**7.9.6** Placement of Flat Markers must not interfere with future interment.

**7.9.7** No foundation is required.

## **7.10 Footstones**

**7.10.1** Footstones are to be made of granite, marble or bronze.

**7.10.2** Footstones are to be a maximum size of 16" long X 6" deep X 4" thick.

**7.10.3** The maximum number of footstones is 4 per single lot.

**7.10.4** Placement of a footstone must not interfere with future interment.

**7.10.5** Footstones must be set flush with the ground.

**7.10.6** No foundation is required for a footstone.

## **7.11 Raised Marker**

**7.11.1** Raised Markers are only permitted in Sections "A" through "E".

**7.11.2** There may be only one Raised Marker on a single traditional grave.

**7.11.3** Any Raised Marker must be placed at the head, or west end, of the grave and aligned with other markers.

**7.11.4** Bronze markers shall be set in 4" of concrete with a 2" border on all sides or set on not less than 3" of Granite or marble, with a 2" border on all sides.

**7.11.5** The maximum permitted size for Raised Markers is as follows:

**7.11.6** Single Grave: 24" long by 18" wide

**7.11.7** Multiple Adjoining Graves: 48" long by 22" wide

**7.12 Monument Die** - Those portions of the Monument set on the Monument Base, containing the design and memorial inscription.

**7.12.1** Monuments are only permitted in Sections "A" through "E".

**7.12.2** There may be only one monument on a single grave site.

**7.12.3** Monuments must be placed at the head, or west end of the grave and aligned to other monuments.

**7.12.4** No part of the monument die may extend beyond the length or width of the monument base.

**7.12.5** The permitted size for Monuments in Sections "A" to "E" is as follows:

**7.12.6** Single 3' wide Grave: Maximum Overall height 48". Die Minimum 6" thickness. Die maximum length 20".

**7.12.7** Single 4' wide Grave: Maximum Overall height 48". Die Minimum 6" thickness. Die Maximum 32" long.

**7.12.8** Multiple Adjoining Graves: Maximum Overall height 48". Die Minimum 6" thickness. Base Maximum 66" long by 18" deep. Maximum length of 60".

**7.12.9** Memorials erected to mark Veteran interments may be the standard memorials supplied by "Last Post Fund"

**7.12.10** Overall height measurement includes die and base.

### **7.13 Corner posts**

**7.13.1** Corner posts are permitted in sections "A" to "E".

**7.13.2** Corner posts are made of granite or marble 6" X 6" or 8" X 8"

**7.13.3** Corner posts are to be a minimum of 4 inches thick.

**7.13.4** Corner posts are to be installed with the top set flush with the ground.

## **8. CARE, PLANTING AND DECORATIONS**

- 8.1** All gravesites in the cemetery shall be cared for by the Cemetery; said care to include the mowing of the grass, clipping around monuments, seeding when necessary and refilling sunken graves.
- 8.2** Flowers placed on a Gravesite for a funeral shall be removed by the Cemetery after a reasonable time to protect the sod and maintain the tidy appearance of the Cemetery.
- 8.3** The Cemetery reserves the right to disallow or remove quantities of Memorial wreaths, plantings or flowers considered to be excessive and that diminish the otherwise tidy appearance of the Cemetery.
- 8.4** No trees, evergreens or shrubs shall be planted without the permission of the Cemetery.
- 8.5** Planting of flowers and shrubs on graves in sections "A" to "E" is only permitted adjacent to memorials at the head of the grave and shall not extend more than 18" beyond the front of the memorial.
- 8.6** No plantings are allowed behind memorials or to extend behind memorials.
- 8.7** No planting of flowers or shrubs is permitted in the Urn garden (Section "F").
- 8.8** The Cemetery will not be held responsible for flowers or other articles placed upon a grave.
- 8.9** Flowerbeds are required to be cleared of annual plants by Thanksgiving Day.
- 8.10** Vases, urns, and flower holders, not properly being cared for may be removed and disposed of, by the Cemetery.
- 8.11** Evergreens and shrubs that are planted with permission of the cemetery must be maintained so that they are no higher than the height of the monument and not to extend beyond the Gravesite. Only one evergreen or shrub may be planted on each side of the monument at the head of the grave.
- 8.12** Shrubs, flowering or other plants may be cultivated on gravesites in accordance with these by-laws only such varieties that are in keeping with the general plan of the grounds and subject to the approval of the cemetery. The cemetery has the right to remove any shrub or plant or part thereof that does not meet the requirements of this by-law or any shrub or plant by means of its branches or roots or in any way have become detrimental to the adjacent lots, drains, roads or walks or prejudicial to the general appearance of the grounds or inconvenient to the public.
- 8.13** The planting of any trees or shrubs now located in any portion of the cemetery may be removed at the discretion of the cemetery caretaker.

## **9 RULES AND CODE OF CONDUCT FOR CONTRACTORS (including Monument Dealers)**

- 9.1 Pre-approval Required Before Working:** Any work to be performed on Cemetery property requires the written pre-approval of an authorized representative of the Cemetery before the work may begin.

- 9.2** In addition, any work to be completed on an Interment Right Holders lot requires the written pre-approval of the Interment Rights Holder.
- 9.3 Monument Foundations, Monument Bases and Memorials:** Monument Foundations, Monument Bases and Memorials must be properly installed according to the Cemetery By-laws.
- 9.4 Compliance with Legislation:** Contractors will obtain all necessary permits, licenses and certificates at their expense and comply with all laws, rules, regulations and codes relating to the work.
- 9.5 Liability:** Contractors will conduct their operations to prevent damage to any grounds, turf, shrubs, trees, flowerbeds, Memorials, decorations, vases, or any other article or natural feature in the Cemetery. Contractors shall lay planks on the Gravesites, and paths over which heavy materials are to be moved, in order to prevent damage. Any damage caused by Contractors shall be rectified to the satisfaction of the Cemetery at the expense of the Contractor.
- 9.6 Hours of Work:** Hours of work to be determined between Contractor and Cemetery in advance. The Cemetery reserves the right to temporarily cease Contractor operations at its sole discretion if the noise of the work being performed by the Contractor is deemed to be a disturbance to any funeral or other authorized public gathering within the Cemetery.
- 9.7 Removal of Implements and Rubbish:** Contractors working within the Cemetery must remove all implements, equipment and rubbish from the Cemetery at the conclusion of the completed work or as directed by the Cemetery. All work sites must be secured when left unattended.

The St. Peter's Cemetery Board has approved these amended by-laws. These amended by-laws replace by-laws previously in effect from November 1, 2012.

Having been approved by The Bereavement Authority of Ontario, these by-laws will come into effect on April 9, 2019.

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Mike Murdoch  
St. Peter's Cemetery Board.