

QUEENSVILLE  
CEMETERY  
— *Est. 1874* —

THE BYLAWS  
OF THE  
QUEENSVILLE CEMETERY

Approved by the Registrar, Funeral Burial & Cremation Services Act, 2002,  
Bereavement Authority of Ontario – April 24, 2023

**The Queensville Cemetery Company**  
Incorporated August 7, 1874  
20778 Leslie Street, Queensville, Ontario, L0G 1R0

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# QUEENSVILLE CEMETERY BYLAWS

## PREFACE

The Queensville Cemetery Company was formed by the first meeting being called on the seventh day of August in the year of our Lord, 1874.

The Queensville Cemetery Board of Trustees, in the discharge of their responsibilities, appeal to the public to aid them in the following of these By-laws, which have been adopted for the improvement and upkeep of the Cemetery, to keep it a beautiful and respectful place.

The Queensville Cemetery Company is licensed to act as a Cemetery in accordance with the *Funeral, Burial, and Cremation Services Act, 2002*. It is our hope that, by a cooperative effort, we can keep the Cemetery attractive and peaceful.

## FORWARD

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

## A. DEFINITIONS

**Burial:** The opening of a grave and then the placing of dead human remains or cremated human in that grave, followed by closing the grave. The grave may be inground, a or a niche in a columbarium. See also 'Interment'.

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

**Care and Maintenance Fund:** It is a requirement under the FBCSA and O. Reg. 30/11 and 184/12 that a prescribed amount or a percentage of the purchase price (excluding tax) of all interment rights sold, transferred, assigned or permitted; and prescribed amounts for monuments and markers, is contributed into the care and maintenance fund. If no scattering rights are sold but scattering is permitted a prescribed amount must be contributed to the fund when the scattering is conducted. Interest earned from this fund is used to provide care and maintenance of lots, plots, markers and monuments at the Cemetery.

**Cemetery:** Cemetery means the Queensville Cemetery located on parts of Lot 22, Concession 2 of the Town of East Gwillimbury in the Regional Municipality of York.

**Columbarium:** A structure containing individual compartments or 'niches' for the placement of human cremated remains.

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

**Corner Stones:** Shall mean any stone or other land markers set flush with the surface of the ground and used to indicate the location of a lot or plot. See also 'Lot Markers'.

**Disinterment:** means the removal of human remains, including cremated remains, from a closed or sealed, grave, lot or niche.

**Flat Marker:** A memorial constructed of bronze or granite, set flush with the surface of the ground in the memorial space or interment space location of a grave or plot.

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**Grave:** means any inground burial space intended for the interment of a child, adult or cremated human remains.

**Interment:** The opening of a grave and then the placing of dead human remains or cremated human in that grave, followed by closing the grave. The grave may be inground, a or a niche in a columbarium. See also 'Burial'.

**Interment Right:** The right to require or direct the interment of human remains or cremated human remains in a grave or niche and to authorize the installation of a monument or marker.

**Interment Rights Certificate:** The document issued by the Cemetery Operator to the purchaser once the interment rights to a specific lot have been paid in full, identifying ownership and authority over those specific interment rights.

**Interment Rights Holder:** The person(s) authorized or entitled to inter human remains in a specified grave. They may be the person named in the *Interment Rights Certificate* or such other person to whom the rights have been assigned.

**Lot Markers:** Shall mean any metal lot marker set flush with the surface of the ground and used to indicate the location of a lot or plot. See also 'Corner Stones'.

**Memorial:** Shall mean any permanent memorial structure – monument, pillow marker, flat marker, plaque, or other structure or ornament affixed or intended to be affixed to a burial plot, columbarium niche or other structure or place intended for the deposit of human remains and may be used to indicate the location of a burial.

**Monument:** A memorial projecting above ground level, constructed of granite, installed within the designated monuments space of a grave or plot. Monuments include upright monuments and pillow markers.

**Monument Base:** The portion of the monument, constructed of granite, and set on the concrete foundation to provide stability and protection for the monument die.

**Monument Die:** The portion of the monument set on the monument base, containing the design and memorial inscription.

**Niche:** An individual compartment in a columbarium for the interment of cremated human remains.

**Pillow Marker:** a marker set above ground level, where the back height is greater than the front height. Also known as a slant marker.

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

**Scattering:** The act of spreading or scattering cremated human remains on the surface of land and/or placed on or in the surface soil of a designated communal scattering garden.

## B. GENERAL INFORMATION

### HOURS OF OPERATION:

1. Visitation Hours: Daylight hours, meaning sunrise to sunset.
2. Office Hours: Monday to Friday, please visit Cemetery website for hours.
3. Interment Hours: Monday to Saturday, 9:00 am – 3:30 pm, closed Sundays & Holidays.

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## **GENERAL CONDUCT:**

4. The Cemetery reserves full control over the cemetery operations and management of land within the cemetery grounds.
5. No person may damage, destroy, remove or deface any property within the cemetery.
6. All visitors should conduct themselves in a quiet manner that shall not disturb any service being held.
7. Vehicles within the cemetery shall be driven at a speed less than 25 km/h. At no time shall such vehicles park or drive on the grass. Owners of vehicles will be held liable for any damage caused by their drivers or vehicles.
8. The use of roller blades, skateboards, snow boards, toboggans, skis or similar devices are strictly prohibited within the Cemetery. Bicycles are permitted within the cemetery, however they must be operated at a speed less than 10 km/h.
9. The use of snowmobiles and all-terrain vehicles are strictly prohibited within the cemetery.
10. Dogs are permitted in the cemetery on leashes, under their owner's control. Owners are responsible for picking up after their pets.

## **BY LAW AMENDMENTS:**

11. 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.
12. 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 memorials who has delivered a memorial to the cemetery during the previous year if the by-law or by-law amendment pertains to memorials or their installation.
13. All by-laws and by-law amendments are subject to the approval of the Registrar, FBCSA, BAO.

## **ANNUAL GENERAL MEETING:**

14. The Annual Meeting of the Interment Rights Holders shall be held at a time and place determined by the Board on the second Monday of each February. The annual meeting is held to elect trustees and present reports of the management, condition, and fiscal concerns of the cemetery. A notice will be posted at least one week prior to the meeting in local printed publications or electronic media. Attendees must register prior to the Friday preceding the meeting and provide proof of ownership of interment rights.

## **LIABILITY:**

15. 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 grave, plot, columbarium niche, monument, marker, or other article that has been placed in relation to an interment right, save and except for direct loss or damage caused by gross negligence of the Cemetery.
16. During winter months, snow and ice conditions may prevent access to the cemetery or certain areas of the cemetery. The cemetery is not maintained for pedestrian foot traffic during winter months. All who enter the cemetery do so at their own risk.

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### **PUBLIC REGISTER:**

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

### **PETS OR OTHER ANIMALS:**

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

### **RIGHT TO RE-SURVEY:**

19. 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.

### **ERRORS:**

20. The Cemetery reserves the right to correct any error that the Cemetery has made. The Cemetery will make corrections, at no cost to any Interment Rights Holder(s), when the Cemetery is found in error.

## C. SALE, CANCELLATION OR RESALE OF INTERMENT RIGHTS

1. Purchasers of interment rights holders acquire only the right to direct the interment of human remains and cremated 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 interment 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 must advise the Cemetery Operator of their intention prior to seeking a third-party buyer for their interment rights.

### **CARE AND MAINTENANCE FUND CONTRIBUTIONS:**

2. 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. If no scattering rights are sold but scattering is permitted a prescribed amount must be contributed to the fund when the scattering is conducted. Interest earned from this fund is used to provide care and maintenance of lots, plots, markers, and monuments at 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.

### **CANCELLATION OF INTERMENT RIGHTS WITHIN 30 DAY COOLING-OFF PERIOD:**

3. 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.

### **RESALE OF INTERMENT RIGHTS AFTER 30 DAY COOLING-OFF PERIOD:**

4. Interment rights holders must first offer the interment rights to the Cemetery Operator. The Cemetery

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Operator may make an offer to repurchase an interment right from the Interment Rights Holder if the Cemetery Operator so desires. If the Cemetery Operator does not wish to re-purchase the interment rights, the interment right may be sold to a third party for 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 Interment Rights Holder and purchaser meets the qualifications and requirements as outlined in the Cemetery Operator's by-laws.

5. The Interment Rights Holder(s) who intends to sell their rights shall provide the following documents to the Cemetery Operator so that the operator can be satisfied with the authority and identity of the seller and confirm the ownership of the rights:
  - a) 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;
  - b) The original *Certificate of Interment Rights*, or proof of ownership satisfactory to the Cemetery, including any other documentation in the Interment Rights Holder(s) possession relating to the rights;
  - c) The name and address of the third-party purchaser(s).
6. The Cemetery Operator will then provide:
  - a) A *Transfer Form* to be completed and signed by the Interment Rights Holder(s) selling the interment rights and the third party purchaser, acknowledging the sale of the interment rights to the third-party purchaser.
  - b) A written statement of the number of lots that have been used in the plot to which the rights relate and the number of lots that remain available.
  - c) A contract for the applicable fees listed in the *Cemetery Price List*.
7. Upon completion of the above, the third-party purchaser will be provided with the following documents by the Cemetery Operator:
  - a) An *Interment Rights Certificate*.
  - b) A copy of the cemetery's current by-laws.
  - c) A copy of the cemetery's current price list.
8. 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) of 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.

### **ABANDONED INTERMENT RIGHTS:**

9. If any interment rights have not been used after a 50 year period has passed, they may be considered abandoned. The Cemetery may apply to the Registrar for a declaration that the interment rights are abandoned after making inquiries and giving reasonable notices to find the Interment Rights Holders or beneficiaries. Upon being satisfied that the rights are abandoned, the Registrar shall issue a declaration to that effect. If there is not an appeal by the end of the time period allowed for appeal, the Cemetery may resell the lot in question.
10. Any person whose interment rights have been resold after being declared abandoned may apply to the Registrar for redress. Upon receiving an application for redress, the Registrar shall order the Corporation to provide equivalent or better interment rights in the cemetery or to refund the amount that it would cost to purchase equivalent interment rights in the cemetery or if no interment rights are available in the cemetery, in the closest cemetery appropriate to the religious or ethnic affinities of the person whose interment rights have been resold.

## D. INTERMENTS, DISINTERMENTS & SCATTERINGS

### INTERMENTS (INGROUND & NICHE):

1. Interment rights holder(s) must provide written authorization prior to an interment, taking place. Should the interment rights holder be deceased, authorization must be provided in writing by the person(s) authorized to act on behalf of the interment rights holder in keeping with the *Succession Law Reform Act* i.e. Personal Representative, Estate Trustee, Executor or next of kin.
2. *Queensville Cemetery's Interment Authorization Policy* will be followed when obtaining permission for interments, other than the interment rights holder, when the interment rights holder is deceased. A copy of the policy is available upon request.
3. 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 an interment taking place. A *Certificate of Cremation* must be submitted to the cemetery office prior to the interment of cremated remains taking place.
4. In accordance with the FBCSA and O. Reg 30/11 and 184/12 the purchaser of interment rights must enter into a cemetery contract, providing such information as may be required by the Cemetery Operator for the completion of the contract and the public register prior to each interment of human remains or cremated human remains.
5. Payment must be made to the Cemetery Operator before an interment can take place.
6. The Cemetery shall be given forty-eight (48) hours or two (2) business days of notice for each interment of human remains or scattering of cremated human remains.
7. The opening and closing of graves and niches may only be conducted by cemetery staff or those designated to do work on behalf of the Cemetery.
8. Every effort will be made to complete an interment on the assigned day and time. If due to inclement weather conditions, health and safety concerns, or conditions beyond the Cemetery's control, a burial cannot be made at the scheduled time, the Cemetery reserves the right to establish a temporary set up and complete the burial as soon as the Cemetery deems possible.
9. The Cemetery retains the right of passage over every grave so that cemetery operations may be performed effectively.
10. The Cemetery retains the right to temporarily relocate a monument or marker so that regular cemetery operations including foundation installation and the opening and closing of a grave may be performed.
11. The opening of a grave for burial necessitates the temporary mounding of earth on adjacent graves. The Cemetery reserves the right to determine the location for the temporary mound and will make reasonable efforts to restore adjacent graves to their original condition, as soon as possible, following the closing of the grave. The Cemetery assumes no liability for articles, borders, or plantings on an adjacent grave.
12. Remains must be delivered to the cemetery for interment in a closed container or casket with a rigid bottom and a minimum of four (4) handles. Under no circumstances may the Cemetery Operator open or close a casket or container.
13. It is in the opinion of the Cemetery that a concrete outer container (graveliner or burial vault) be used when the burial of a casket is taking place, however, caskets or urns may be interred without an outer



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container in designated areas. All caskets interred at extra-depth must be in a concrete outer container.

14. Under no circumstances may any cremated remains be interred in a monument, monument bench or any other structure within the cemetery. Interments that take place within a structure must be constructed and owned by the cemetery for the purpose of cremation interment.

### **SCATTERINGS:**

15. Cremated remains may only be scattered within a designated scattering garden within the cemetery. Cremated remains are not permitted to be scattered on a grave or in any other area within the cemetery.
16. A *Scattering Authorization Form* must be completed at the cemetery office prior to the scattering of cremated remains taking place.
17. A *Certificate of Cremation* must be submitted to the cemetery office prior to the scattering of cremated remains taking place.
18. A scattering fee contract must be completed, and the payment of the scattering fee must be received prior to the scattering of cremated human remains within the scattering garden taking place.
19. The scattering of cremated remains may only be conducted by cemetery staff or those designated to do work on behalf of the Cemetery.
20. Once scattered; cremated remains cannot be retrieved.

### **DISINTERMENTS:**

21. 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 from the cemetery may take place. A certificate from the local medical officer of health is not required for the disinterment of cremated remains from a grave or the removal of cremated remains from the cemetery.
22. In special circumstances the disinterment 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).
23. The Cemetery will not be responsible for damage to any casket, urn or container which occurs during the course of the disinterment. A new casket, urn or container may be required to facilitate a disinterment for which an additional charge will apply.
24. Disinterments will be completed at a day and time designated by the Cemetery.

### **NUMBER OF INTERMENTS:**

25. Unless otherwise specified on the *Interment Rights Certificate*, the interment right of a grave permits a maximum of:
  - a) four (4) burials of cremated remains; or
  - b) two (2) casket burials and two (2) cremated remains burials, the first casket burial must be buried at extra depth; or
  - c) one (1) casket and (2) cremated remains burials.
  - d) No grave shall exceed four (4) burials. No grave shall exceed two (2) casket burials.
26. The interment right of a cremation grave permits a maximum of one (1) burial of cremated remains, unless otherwise specified on the *Interment Rights Certificate*.
27. The interment right of a niche permits a maximum of two (2) interments of cremated remains, unless

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otherwise specified on the *Interment Rights Certificate*.

### **SOCIAL SERVICE INTERMENTS:**

28. Graves and interments approved by Ontario Works for discretionary benefits are only permitted for residents of East Gwillimbury when the funds collected do not cover the total fees listed on the cemetery's price list. Proof of address of the deceased individual will be required. The grave is selected by the Cemetery in a designated location and the interment right remains in the Cemetery's possession. A flat marker is the only permitted memorization option for the individual interred.

### **RECEPTIONS & GATHERINGS:**

29. Individuals are welcome to gather before, during and after an interment, however receptions involving food and/or drink are strictly prohibited.

## E. MEMORIALIZATION

### **GENERAL INFORMATION:**

1. No memorial or other structure shall be erected or permitted on a lot until all charges have been paid in full and the *Request for Monument Installation* form is completed.
2. No monument, marker, plaque, corner stone, lot marker or memorial of any description shall be placed, moved, altered, or removed without permission from the Cemetery Operator. In a case of dispute over the interpretation of the bylaws, the Cemetery Operator's ruling is final.
3. Memorials – monuments, markers, plaques etc. are owned by the interment rights holder. The Cemetery Operator assumes no liability for the loss of, damage to, or deterioration of any monument, marker, or other structure, or part thereof. These memorials should be protected by the interment rights holder's own insurance coverage.
4. Minor scraping of the monument base of an upright monument due to grass/lawn maintenance is considered normal wear and tear.
5. The Cemetery Operator reserves the right to determine the maximum size of monuments, their number and their location on each grave or plot. They must not be of a size that would interfere with any future interments.
6. All monuments or markers shall be made of granite or bronze only. The bottom surface must be smooth sawn.
7. Inscriptions on memorials owned by the Cemetery must be approved and placed by the Cemetery. To ensure quality control, desired uniformity and standard of workmanship, the Cemetery reserves the right to inscribe all niche fronts and install all bronze plaques.
8. A *Request for Memorial Installation* form must be submitted prior to the delivery of a memorial to the cemetery and must contain the following information:
  - a) The Interment Rights Holder's name, signature and contact information;
  - b) Instructions for the placement of the monument or marker;
  - c) The overall size of the monument or marker, including the dimensions of the base and die as applicable;
  - d) A layout and description of the monument or marker including design and inscription; and
  - e) The appropriate payment for the foundation, or marker setting, as listed in the *Cemetery Price List*, which includes the applicable fee to the Care & Maintenance Fund.

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9. Every person installing a monument or marker in the cemetery shall pay the prescribed amount, as set out in the FBCSA, to the Care and Maintenance Fund.
10. No monument shall be delivered to the cemetery for installation until the monument foundation has been completed.
11. 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 October 31 only, weather permitting. Markers will not be accepted from any monument dealer, for storage, during the winter months (December 1 to March 31 inclusive).
12. The Cemetery Operator reserves the right to remove any memorial found to be in contravention of these bylaws. The Cemetery Operator also reserves the right to, at its sole discretion, remove any memorial which is not in keeping with the dignity and decorum of the cemetery as determined by the Cemetery Operator.
13. Should any memorial 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 memorial or any other remedy to remove the risk.

### MONUMENTS

14. All monuments shall be installed at the head of the grave (the West end of the grave) in the designated monument space.
15. All inscriptions shall be inscribed on the East (front) side of monument. No inscriptions of names with dates are permitted on the West (back) side of the monument unless the interment rights on the East (front) and West (back) sides are owned by the same interment rights holder.
16. Only one monument may be installed on a single grave in the designated monument space.

### Upright Monuments

17. The overall monument dimensions permitted, including the base, are as follows:
  - a) The minimum overall length of a monument is 24 inches.
  - b) The maximum overall length of a monument on a single grave is 36 inches.
  - c) The maximum overall length of a monument centered over two (2) or more graves is 76 inches.
  - d) The maximum overall height of a monument is 36 inches when the overall length is less than 30 inches.
  - e) The maximum overall height of a monument is 48 inches when the overall length is 30 inches or greater.
  - f) The maximum overall height of a monument is 60 inches when the overall length is greater than 48 inches and the die is a minimum of 10 inches thick.
18. The minimum thickness of the monument die shall be 8 inches.
19. The monument die must be installed on a granite base. The height of the monument base shall be a minimum of 6 inches to a maximum of 12 inches. The maximum width (front to back) of the base is 18 inches. The bottom surface of the base must be smooth sawn to facilitate installation upon the monument foundation.
20. The top surfaces of the monument base must be both wider and longer than the monument die, in order to provide a minimum border of 3 inches of the surface of the base exposed on all sides. Notched bottom corners are not permitted. No portion of the die can exceed the top surface dimensions of the base.
21. The bottom 6 inches of the monument base must be rock-pitched. If the front of base is beveled or

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chamfered, the bottom 4 inches of the front of the base must be rock-pitched.

22. Candleholders and vases may constitute part of a monument if they are made principally of granite, bronze or stainless steel. If a translucent section is necessary, it must be made of an unbreakable, heat-resistant glass or of a plastic material that is fire resistant. In addition:
  - a) Candleholders and vases are included in determining the overall size of the monument;
  - b) Candleholders and vases are considered part of the die. The 3 inch border on the surface of the base must be maintained.
  - c) A candleholder or vase must be adequately drained to prevent any collection of water; and,
  - d) Candleholders must be fully enclosed on all sides by door or lid.

### Pillow Markers

23. The maximum overall size of a pillow marker on a single grave is:
  - a) Length: 36 inches
  - b) Width: 18 inches
24. The maximum overall size of a pillow marker on a 2 or more grave plot is:
  - a) Length: 48 inches
  - c) Width: 18 inches
25. A pillow marker does not require a granite base, however the front, back and sides must be rock pitched. The minimum height of the front is 4 inches and the minimum height of the back is 6 inches. The maximum overall height of a pillow marker is 16 inches.
26. The bottom surface of the pillow marker must be smooth sawn to facilitate installation upon the monument foundation.

### **FLAT MARKERS**

27. All flat markers are to be flat on top and set level with the ground so that a lawnmower can pass safely over them.
28. A flat marker is permitted to be set at the head of a plot in the place of an upright monument or pillow marker with maximum dimensions of 24 inches x 18 inches.
29. All flat markers measuring over 18 inches x 12 inches to be placed at the head of the plot in the monument space require a foundation.
30. In addition to an upright monument or pillow marker, a maximum of one flat marker may be placed on the grave with maximum dimensions of 18 inches x 12 inches. Its placement must not interfere with future interments.
31. Each cremation grave may be memorialized with a flat marker only. Foundations are not permitted in cremation graves. The maximum dimensions permitted are:
  - a. Single cremation grave maximum size: 12 inches x 12 inches
  - b. Double cremation grave maximum size: 18 inches x 12 inches
32. The thickness of all flat markers including footstones shall be 4 inches. The sides and bottom surface must be smooth sawn. Bronze markers must be set on a granite base minimum 4 inches thick.
33. All flat markers will be installed by the Cemetery at the expense of the Interment Rights Holder.
34. Corner stones are optional and shall be installed by the Cemetery. Cost is as set forth in the *Cemetery Price List*.

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### FOUNDATIONS

35. All upright monuments and pillow markers require a concrete foundation with a minimum depth of 48 inches. The foundation will be 2 inches larger on all sides of the base. Foundations installed under flat markers will be left down 4 inches to facilitate the installation of the flat marker flush with the ground.
36. All foundations will be installed by the Cemetery at the expense of the Interment Rights Holder.
37. Foundations will be installed between May 1st and October 31st, weather permitting.
38. 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 Interment Rights Holder.

### MEMORIAL BENCH & TREE DONATIONS

39. The memorial bench and tree donations must be purchased and approved through the Cemetery. All benches and trees will be placed in a location at the sole discretion of the Cemetery, will remain the property of the cemetery, and will be for the benefit and use for all who visit. All inscription or plaque details must be approved by the Cemetery.

## F. CARE AND PLANTING OF INTERMENT RIGHTS

1. No person other than cemetery staff shall remove any sod or in any other way change the surface of a grave in the cemetery outside of the designated planting space.
2. Dwarf trees and shrubs are permitted to be planted in the memorial space at the head of the grave where room allows. If any planting exceeds the Interment Rights Holder(s) plot, it will be removed and discarded by the Cemetery, without notification.
3. Flower beds are permitted to be installed on graves, in front of the memorial. Flower beds are not permitted on cremation graves. Flower beds, including the border, cannot exceed the width of the grave and cannot exceed 18 inches out from the base of the Monument. If the grave does not have a memorial then the garden may take in the memorial space as well.
4. Garden borders must be made of a material that can easily and safely withstand grass trimming (e.g. stone, brick, concrete). No fences or wire borders will be permitted. Border height must not exceed 4 inches above the ground.
5. Cremation graves are limited to one rod (shepherd hook) with a hanging basket. No shrubs or trees may be placed on a cremation grave. No borders are allowed on cremation grave spaces. Any article(s) that pose a concern for regular turf care will be removed and disposed of, without notification.
6. Flower bed maintenance, pruning, fertilizing, watering, etc., are the sole responsibility of the Interment Rights Holder. Should plant material become unsightly, neglected, overgrow the monument, or infringe on an adjacent plot, the plant material will be removed by the Cemetery Operator and the area restored to lawn.

## G. ARTICLES, WREATHS & FLORAL TRIBUTES

1. The Cemetery reserves the right to regulate the articles placed on graves 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.
2. Prohibited articles will be removed and disposed of without notification.
3. Prohibited articles include, but are not limited to:
  - a) Articles made of hazardous materials;
  - b) Loose stones or sharp objects;
  - c) Trellises or arches;
  - d) Chairs or benches;
  - e) Wire of any kind, including any type of fencing;
  - f) Glass & ceramic articles;
  - g) Wooden or steel stakes;
  - h) Temporary wooden crosses;
  - i) Lit candles, incense or other flammable articles;
  - j) Any article that can become a projectile as a result of mowing procedures;
  - k) Any article containing nudity or other non-family-friendly images;
  - l) Drugs, marijuana plants & associated paraphernalia;
  - m) Any article deemed by the Cemetery to not be in keeping with the dignity and decorum of the cemetery. In case of dispute, the Cemetery Operator's ruling is final.
4. Permitted articles must be placed within the designated planting area of the grave.
5. Fresh cut flowers or potted plants are permitted year-round and must be placed in the designated planting area or in a non-breakable, non-corrosive flower vase adjacent to the memorial. Fresh cut flowers and potted plants that have become unsightly and empty flower vases will be removed and disposed of by the Cemetery without notification.
6. Artificial flowers and wreaths may be placed in the cemetery only between November 1<sup>st</sup> and March 30<sup>th</sup>. Artificial flowers and wreaths must be removed prior to April 1<sup>st</sup>. After April 1<sup>st</sup> artificial flowers and wreaths will be removed and disposed of by the Cemetery without notification.
7. A maximum of two (2) hanging baskets, containing fresh flowers or plants, on non-corrosive metal rods (shepherd hooks) are permitted on plots within the memorial and garden space. Under no circumstances may a hanging basket overhang or infringe on an adjacent grave. Hanging baskets that become unsightly will be removed and disposed of by the Cemetery without notification. A rod that is left empty, with no hanging basket, will be removed and discarded by the Cemetery without notification.
8. Floral tributes from interment services may be placed on the grave and will be removed and disposed of at the discretion of the Cemetery without notification.

### **COLUMBARIUM**

9. Floral tributes of only fresh cut flowers are permitted by the columbarium. All floral tributes must not be left in a manner that blocks any memorial adjacent to it. Floral tributes that become unsightly will be removed by the Cemetery without notification. No article, of any nature, is to be placed or fastened on the face of the columbarium, niche front or on top of the columbarium. Wreaths and artificial flower arrangements are prohibited in all areas surrounding the columbarium niches.

# QUEENSVILLE CEMETERY BYLAWS

## SCATTERING GARDEN

10. Floral tributes of only fresh cut flowers are permitted in the scattering garden area. All floral tributes must not be left in a manner that blocks any memorial adjacent to it. Floral tributes that become unsightly will be removed by the Cemetery without notification. No article, of any nature, is to be placed in the garden itself or on the wall of the garden. Wreaths and artificial flower arrangements are prohibited in all areas surrounding the scattering garden. No floral tributes may be placed in the soil of the scattering garden.

## TENTS

11. Tents from approved vendors are permitted for interment services only.

## H. CONTRACTORS/MONUMENT DEALERS

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. 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.
2. Prior to the start of any said work, contractors must provide proof of:
  - a) WSIB coverage
  - b) Liability insurance of not less than \$2,000,000
  - c) Any other applicable documentation
3. All cemetery by-laws apply to all contractors and all work carried out by contractors within the cemetery grounds.
4. 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.
5. No work will be performed at the cemetery except during the regular business hours of the cemetery.
6. 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.
7. Contractors will conduct their operations as to prevent damage to any grounds, turf, shrubs, trees, flower beds, memorials or any other article or natural feature in the Cemetery. Contractors must adhere to procedures and guidelines provided by the Cemetery Operator for the prescribed work. Any damage caused by contractors shall be rectified by the Cemetery at the expense of the contractors.
8. Contractors working within the cemetery must remove all implements, equipment and garbage from the cemetery at the end of each workday and at the conclusion of the work. For the safety of all visitors and staff, all work sites must be secured when left unattended.

