

St. John the Baptist Anglican Church Cemetery Dixie, operating as:

ST. JOHN'S DIXIE CEMETERY & CREMATORIUM



Operating By-laws

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St. John's Dixie Cemetery and Crematorium

1. Preface

These by-laws may be changed or amended at any time by the St. John's Dixie Cemetery Board, subject to the approval of the Bereavement Authority of Ontario (BAO).

The St. John's Dixie Cemetery is licensed to act as a cemetery in accordance with the Funeral, Burial & Cremation Services Act, 2002.

It is our hope that by a co-operative effort we can keep the cemetery attractive and peaceful.

2. 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.

3. Administration

1. The St. John's Dixie Cemetery Board exercises full and complete control and management of the land, buildings, plantings, roads, utilities, books and records of the cemetery and complete authority to administer these by-laws and such other business as is pertinent to the Cemetery.
2. Management and direction are entrusted to an appointed or elected Board who, without remuneration, supervise the care and upkeep done by the Manager. The Board shall meet at least quarterly.
3. The Wardens are responsible for ensuring that a cemetery employee has care of all records and documents and conduct all correspondence and keep a proper record of all money transactions as they pertain to cemetery operations.
4. The Manager shall have custody, under the Trustees, of the cemetery. No interment or removal of bodies shall take place without notice to the Manager, and he/she shall see that a proper Burial Permit or other certificate required by law is furnished to him/her in each instance.
5. The Board distinctly disclaims all responsibility for loss or damage from causes beyond their control and especially from damage caused by the elements, and acts of God, or vandals to any lot, plot, columbarium niche monument, marker, or any 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.
6. The Board shall take reasonable precautions to protect the property of Interment Rights Holders but they assume no liability of responsibility for the loss of, damage to, or from any article of any type that is placed on any lot or plot.
7. Hours of Operation:
Cemetery Visitation: Dawn to Dusk Mon. to Sun.
Building Visitations: Mon. to Sat. 9:00 a.m.- 9:00 p.m.; Sun. 11:00 a.m.- 9:00 p.m.
Office Hours: Mon. to Fri. 8:30 a.m.- 5:00 p.m.; Sat. to Sun. 8:00 a.m.- 4:30 p.m.
Burial Hours: Mon. to Sat. 9:00 a.m. - 3:30 p.m.

8. **Public Register:** Provincial legislation – Section 110 of Ontario Regulation 30/11 requires all cemeteries and crematoriums to maintain a public register that is available to the public during regular office hours.
9. **Pets or Other Animals:** Pets or other lower animals, including cremated animal remains, are not allowed to be buried on cemetery grounds.
10. **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.

4. Definitions

BAO - Bereavement Authority of Ontario.

BOARD - the Cemetery Board consisting of the Trustees (i.e. Wardens and Minister), and four volunteers plus a Chair elected annually at Vestry. Volunteer Board members must be members of Vestry.

BODY - the body of a deceased person.

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. Interest earned from this fund is used to provide care and maintenance of lots, plots, markers, and monuments at the cemetery.

CEMETERY - the St. John's Dixie Cemetery and Crematorium, located on Lot 10, Concession 1, 737 Dundas Street East, Mississauga, Region of Peel.

CHAIRMAN - the Chairman of the Board for the St. John's Dixie Cemetery and Crematorium.

COLUMBARIUM - a structure designed for interring cremated human remains in a sealed compartment referred to as a niche.

CONTRACT - For the 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. Services provided by St. John's Dixie Cemetery and Crematorium are tax exempt; however, products ordered from third parties such as monuments, markers and plaques are taxable.

CORNER-POSTS - any stone or other land markers set flush with the surface of the ground and used to indicate the location of a lot.

CREMATED REMAINS - the residue after cremation of the body and of the casket or container in which it was received.

CREMATION ESTATE LOT - any burial space intended to receive not more than 4 (four) cremated remains and having a minimum size of 97.50 cm (3.25 feet) by 150.00 cm (5.00 feet).

CREMATION LOT - any burial space intended to receive not more than 2 (two) cremated remains and having a minimum size of 60.96 cm (2 feet) by 60.96 (2 feet).

DIVISIONAL REGISTRAR - a person appointed by the city that issues burial permits and registers deaths.

GENERAL MAINTENANCE ACCOUNT - the account that has been set aside for maintenance of the cemetery and for the services rendered in connection with its operation.

GRAVE - any burial space intended for an adult and having a size of 99.06 cm (39 inches) by 3.05 metres (10 feet).

INFANT GRAVE - any burial intended for an infant and having a minimum size of 30.48 cm (12 inches) by 60.96 cm (2 feet).

INTERMENT RIGHT - the right to require or direct the interment of human remains or cremated human remains in a grave, lot, niche or crypt 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 lot. They may be the person named in the Interment Rights Certificate or such other person to whom the rights have been assigned.

LOT - an area of land in a 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.

MANAGER - the person appointed by the Wardens as Manager of the St. John's Dixie Cemetery and Crematorium.

MARKER - any memorial of granite or bronze set flush with the surface of the ground and used to mark the location of a lot. A marker also may mean an ornament affixed to or intended to be affixed to a lot such as a columbarium niche or other structure or place intended for the deposit of human remains.

MONUMENT - any permanent memorial projecting above the ground level.

PLAN - the plan of the cemetery, approved and filed with the Bereavement Authority of Ontario.

PLOT - two or more lots in which the rights to inter have been sold as a unit.

REGISTRAR – the Registrar of the BAO.

SCATTERING - the act of spreading cremated remains over a designated area within the cemetery with the knowledge and permission of the cemetery operator and in keeping with the cemetery's by-laws.

SERVICE ANIMAL - an animal for a person with a disability if:

- (a) the animal can be readily identified as one that is being used by the person for reasons relating to the person's disability, as a result of visual indicators such as the vest or harness worn by the animal; or
- (b) the person provides documentation from one of the following regulated health professionals confirming that the person requires the animal for reason relating to the disability:

- A member of the College of Audiologists and Speech-Language Pathologists of Ontario
- A member of the College of Chiropractors of Ontario
- A member of the College of Nurses of Ontario
- A member of the College of Occupational Therapists of Ontario
- A member of the College of Optometrists of Ontario
- A member of the College of Physicians and Surgeons of Ontario
- A member of the College of Physiotherapists of Ontario
- A member of the College of Psychologists of Ontario
- A member of the College of Registered Psychotherapists and Registered Mental Health Therapists of Ontario. O. Reg. 165/16, s.16.

SMALL SCALE COLUMBARIUM - a columbarium having a total volume of less than 15 cubic metres or 530 cubic feet, not including markers affixed to the structure (typically less than 100 standard sized niches).

TRUST FUNDS - those funds in which a trustee may invest, which are defined in the “Trustee Act”, R.S.O. 1990.

5. Sale & Transfer of Interment Rights

1. No person shall sell Interment Rights unless that person does so on behalf of this licensed cemetery.
2. Interment Rights in lots and plots may be purchased from the Cemetery at the rates filed with the BAO and according to the plans approved and filed with the Bereavement Authority of Ontario that are on file in the office of the Manager of the Cemetery. The price for lots includes the applicable portion for deposit to the Cemetery’s Care and Maintenance Fund.
3. The deposit to the Care and Maintenance Fund shall be as specified in the regulation made under the FBCSA 2002 and that came into effect July 1, 2012:
 - (a) In the case of an in-ground grave for the burial of an adult, the greater of 40% of the selling price or \$250
 - (b) In the case of an in-ground grave for the burial of a child or of cremated remains, 40% of the selling price or \$150
 - (c) In the case of a niche or compartment in a columbarium, the greater of 15% of the selling price or \$100.
4. In the case of a Small Scale Columbarium, the cemetery operator shall deposit into the Care and Maintenance Fund the greater of:
 - (i) 15% of the sum of:
 - (a) The total price of the columbarium
 - (b) The price of the land associated with the columbarium, and
 - (c) The price of all the interment rights associated with the columbarium, and
 - (ii) \$100.00 multiplied by the number of niches and compartments in the columbarium.
5. If interment rights were sold or transferred, or a marker was installed, before 1955 in a cemetery that is not a commercial cemetery, and if no money was collected to be held in trust for the purpose of maintaining the cemetery or for the purpose of maintaining its markers, as the case may be, the cemetery operator may charge the interment rights holder an amount no greater than the amount that the operator would be required under the Act to pay into a care and maintenance

fund or account for the cemetery if equivalent interment rights were sold or transferred, or an equivalent marker was installed, at market price on the day the holder is charged.

6. Payment for Interment Rights shall be made at the office of the Cemetery. Payment schedules and terms and conditions of payment will be supplied at that time.
7. The Cemetery Board shall provide each Rights Holder at the time of sale with:
 - (1) A copy of the contract
 - (2) A copy of the Cemetery By-laws
 - (3) Upon payment in full, a Certificate of Interment Rights
 - (4) A copy of "A Guide to Death Care in Ontario".
8. Purchaser of Interment Rights acquires the right and privilege of burial of the dead and of constructing monuments or placing markers, subject to the Cemetery By-laws from time to time in force and approved by the Registrar, Bereavement Authority of Ontario.
9. Interment Rights previously sold, for which provision for Care and Maintenance has not been made, may be placed under this plan by the payment of the charges approved by the Registrar.
10. To ensure the correctness of records of ownership and interments, no transfer of any Interment Rights or any interest therein shall be binding upon the Board until notice is given in writing to the Management of the Cemetery specifying the name and address of the proposed transferee and date of transfer, and such particulars have been entered in a register for that purpose. Upon receipt of such notice, and payment of a fee, the transfer shall be made.
11. In cases of transmission of ownership by will or bequest of Interment Rights, the management reserves the right to require the production of a notarized copy of the will or other evidence to sufficiently prove ownership.
12. The right to interment in a lot after death of the Interment Rights Holder is declared as follows:
 - (a) The surviving spouse shall have the first right of interment
 - (b) The original purchaser may at any time designate whom they wish to have buried in the lot, which, as recorded in the cemetery office, shall prevail
 - (c) In the case of the original purchaser not making such designation during their lifetime, the heirs of the said purchaser may, by an agreement in writing duly signed by all of them, determine who among them shall have the right of burial in the said lot
 - (d) In the event of the original purchaser not having so arranged for future burials, arrangements may be recorded on receipt of evidence as follows:
 - (i) In the case of death, by depositing in the Cemetery Office a sufficiently certified copy of the Will and Probate
 - (ii) In the case of intestacy, by depositing in the Cemetery Office either a sufficiently certified copy of Letters of Administration or a Statutory Declaration setting out in terms satisfactory to the management such Intestacy and the names and addresses so far known of the heirs-at-law. The heirs may designate one of their number as their representative, authorized to sign orders for interments, foundations or monuments, etc.
13. A purchaser has the right to cancel an interment or scattering rights contract within thirty (30) days of signing the interment or scattering 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.
14. Unless the interment of scattering rights has been exercised the purchaser retains the right to cancel the contract within 30 days or re-sell the interment or scattering rights. Once payment for the interment or scattering rights has been made in full, and an interment rights certificate has been issued, the interment or scattering rights holder(s), as recorded on the cemetery records.

15. Any resale or transfer of the interment rights shall be conducted through the cemetery operator in accordance with the requirements of the cemetery by-laws and in keeping with the FBCSA.
16. If any portion of the interment or scattering rights has been exercised, the purchaser or the interment rights holder(s) are not entitled to re-sell the interment or scattering rights.
17. Interment rights holders may first offer the interment rights to the cemetery operator. 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 requirement as outline in the cemetery' by-laws
18. Cemetery operator's requirements for the resale of interment or scattering rights:

The interment or Scattering 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 identify of the seller, confirm the ownership of the rights and provide the third-party purchaser with the required certificate etc.:

- a) An Interment or scattering rights certificate endorse by the current rights holder.
- b) If the resale involves interment rights, a written statement of the number of lots that have been used in the plot and the number of lots that remain available.
- c) If the resale involves scattering rights, a written statement of the number of scatterings rights.
- d) Any other documentation in the interment or scattering rights holder(s) possession relating to the rights.

The third-party purchaser will be provided with the following documents by the cemetery operator:

- a) An interment or scattering rights certificate endorsed by the current rights holder.
- b) A copy of the cemetery's current by-laws.
- c) A copy of the cemetery's current price list.
- d) If the resale involves interment rights, a written statement of the number of lots that have been used in the plot and the number of lots that remain available.
- e) If the resale involves scattering rights, a written statement of the number of scattering rights available.
- f) Any other documentation in the interment rights holder(s) possession relating to the rights.

The Cemetery operator will require:

- a) Require a statement signed by the rights Holder(s) selling the interment or scattering rights acknowledging the sale of the interment rights to the third-party purchaser.
- b) Require confirmation that the person selling the interment or scattering rights is the person registered on the cemetery records and that they have the right to re-sell the interment or scattering rights.
- c) Record the date of transfer of the interment or scattering rights to the third party.
- d) The name and address of the third-party purchaser(s).
- e) A statement of any money owing to the cemetery operator in respect to the interment or scattering Rights.

Once the endorsed certificate and all required authorization and information has been received by the cemetery operator from the rights holder(s), the cemetery operator will issue a new interment or scattering rights certificate to the third-party purchaser.

Upon completion of the above listed procedures, and upon the issuance of the new interment or scattering rights certificate, the third-party purchaser or transferee(s) shall be considered the current interment or scattering rights holder(s) of the interment or scattering rights, and the resale of the interment or scattering rights shall be considered final in accordance with the cemetery by-laws and the FBCSA.

The cemetery operator may charge an administration fee for the issuance of a duplicate certificate in accordance with the price listed on the cemetery operator's current price list.

The Cemetery operator does not prohibit the resale of an interment or scattering rights and may repurchase the interment or scattering rights from the rights holder(s) if the cemetery operator so desires and may negotiate a purchase price so long the seller acknowledges being aware of the cemetery operator's current price list amounts for interment and scattering rights.

The Cemetery operator is not required to repurchase unused interment rights in a plot (more than one lot) if one of the interment rights in the plot has been exercised.

19. Any purchaser of supplies or service from St. John's Dixie Cemetery may cancel, by written notice to the Management, the contract to purchase at any time before the services or the supplies are provided. No supplies will be ordered, or service applied until the 30-day grace period has passed.
20. No refund will be made if the supplies or services are provided within 30 days after the contract is made because of the death of the person for whom the supplies or services were contracted.
21. Any purchases of wreaths or floral tributes are exempt from the 30 days cancellation clause. No refund will be given.
22. If any Interment Rights have not been used after a 20-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 proof 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 no appeal by the end of the time period allowed, the Cemetery may resell the Interment Rights in question.
23. 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 cemetery to provide better or equivalent Interment Rights in that cemetery or to refund the amount that it would cost to purchase better or 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.
24. The Cemetery may accept payment by installments for Interment Rights sold on a pre-need basis only as follows:
 - (a) A deposit of at least 35% of the purchase price is required at the time of application for purchase signed
 - (b) The balance is to be paid by regular monthly payments
 - (c) Should the payments fall behind for a period of three months, the Cemetery would repossess the Interment Rights 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) Interments shall not be made not a monument erected until all indebtedness has been satisfied.

25. The Board reserves the right to refuse interment or improvements on any lot on which charges are due and unpaid.
26. Care and Maintenance Fund Contributions: It is a requirement under FBCSA and O. Reg. 30/11 and 184/12 that a prescribed amount or a percentage of the purchase price of all interment rights, 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 (\$25.00) 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 or scattering rights are cancelled within the 30-day cooling off period.

6. Interments and Disinterment

1. Winter burials shall take place weather permitting.
2. Not more than one burial shall be made in any single grave except:
 - (a) In areas designated for double-depth burial. The first interment must be made at the lower level.
 - (b) The cremated remains of not more than four persons within a single adult grave purchased after July 1, 2019.
 - (c) A 60.96 cm x 30.48 cm (24" x 12") infant container may be buried at the head end of a single grave in which a casket containing human remains has been buried, provided space is available.
3. Remains to be buried in a lot must be enclosed in a container, sealed securely, and sufficiently strong to permit burial with the container remaining intact. The container must be of a size to permit burial within the size of the lot.
4. Interment of scattering rights holder(s) must provide written authorization prior to a burial, scattering, or an entombment taking place. Should the interment or scattering rights holder be deceased, authorization must be provided in writing by the person 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.
5. The Manager of the cemetery or someone in the employ of the Board shall attend each interment.
6. A burial permit issued by the Registrar General, showing that the death has been registered and the fee for the opening of the lot according to the fee found in the Price List must be deposited with the Manager or his/her delegate before each interment can take place. Fees may be invoiced if authorized in writing by the Board.
7. In case of a cremation interment or inurnment, the cremation certificate and the prescribed fee for this service according to the rate of the tariffs must be deposited with the Manager or his/her delegate. Fees may be invoiced if authorized in writing by the Board.
8. Persons requesting interments in lots or plots shall be held responsible for charges incurred.
9. When Interment Rights in a lot/plot are held jointly by two or more persons, an order will be accepted from either or any of them or their authorized representatives, for interment in such part of the plot as may be requested.

10. No lot, or niche shall be opened for interment or disinterment by any person not in the employ of, or under the direction of the Board, except under special circumstances, and by permission of the Board.
11. The interment fee includes the opening and closing of the lot or niche and the registration of the burial.
12. The scale of fees for lot or niche openings is based on the size of the lot and the labour involved.
13. No person shall remove human remains, except cremated remains, from a cemetery unless a certificate of a Medical Officer of Health or the Cemetery Board confirming that the Funeral, Burial and Cremation Services Act, 2002 and the regulations have been complied with, is affixed to the container.
14. The Cemetery will exercise all due care in making burial and interments but is not responsible for damage to any casket, urn or other container, sustained during disinterment.
15. No interment shall be permitted in any lot or niche where the burial rights have not been paid in full.
16. Funeral corteges within the cemetery shall follow the route indicated by the Manager.
17. The Cemetery reserves the right, at its cost, to correct any error that may be made by it in making interments, in the descriptions of the lot or the transfer or conveyance of any Interment Rights. The cemetery may either cancel such grant or substitute other Interment Rights, or lot of equal value and similar location, as far as is reasonably possible, or refund all money paid on account for such purchase. Notice will be given personally to the Rights Holders. If necessary, it may be mailed to the Rights Holders or their legal representatives, at their last appearing address in the record books of the cemetery. In the event any such error may involve the disinterment of remains, the cemetery shall first obtain the approval of any regulatory authority and the Interment Rights Holder.
18. The Cemetery shall not be held responsible for any errors made for any funeral arrangements made over the phone. These arrangements should be made in writing.
19. Notice of each interment to be made shall be given to the Manager or his/her delegate of the Cemetery at least 24 hours in advance, 8 hours of which must be regular working hours. The Board cannot be held responsible for having lots prepared for funerals unless such notice is given.
20. No interment shall be made on Sunday or Statutory Holidays unless the Cemetery is ordered to do so by a representative of the Ministry of Health.
21. Extra Charges are included in the Price List for:
 - (a) Sunday or Statutory Holiday interments subject to Item 20 above
 - (b) Saturday full burial interments
 - (c) Double depth grave openings; or, where an additional interment is required but the grave space already occupied at regulation depth, for the purpose of deepening the original interment.
 - (d) Funerals reaching the Cemetery after the hour of four o'clock in the afternoon.
22. The Cemetery recommends all extra depth interments use a concrete liner in sections of the cemetery where environmental conditions such as poor drainage as present, as well as for practical and aesthetic reasons when a standard depth burial follows an extra depth burial.

23. Cremated remains may be scattered only within the designated common scattering garden area in the cemetery.
24. Cremated remains are not permitted to be scattered on a grave.
25. Once scattered, cremated remains cannot be retrieved.

7. Pre-need Services

1. All funds received for pre-need services shall be deposited within sixty days into a trust fund designated as the Pre-need Assurance Fund established with a corporation registered under the Loan and Trust Corporations Act, 1989.
2. A trustee of the Pre-need Assurance Fund shall hold all money received for the benefit of the purchaser until that portion of the contract in respect of which the money was paid is complete.
3. When a portion of a contract is completed the trustee shall pay to the Cemetery the lesser of:
 - (a) The current market price filed with the Ministry for the supplies or services or;
 - (b) An amount equal to the payments made for the supplies or services together with income accrued on those payments
 - (c) Should the amount exceed the current price for the services, the excess shall be paid to the owner of the contract or to the estate of the person for whom the services were contracted within 20 days after receiving payment.

Cancellation of Pre-need Contract

1. Any purchaser of pre-need supplies or services may cancel the contract by written notice to the Cemetery Office at any time before the services or supplies are provided. No supplies will be ordered, or services supplied until the 30-day grace period has passed.
2. This does not apply if the supplies or services are provided within thirty days after the contract is made because of the death of the person for whom the supplies or services were contracted.
3. Within thirty days of receiving notice that a contract is cancelled, the Cemetery shall refund to the purchaser all money received under the contract together with the income thereon.
4. If the contract is cancelled after the cooling-off period, and the fee was not retained up front, the Cemetery may retain an amount equal to 10% of the amount received for pre-need services of supplied including interest earned to a maximum of \$350.00. The purchaser may cancel the contract by providing written cancellation to the operator.
5. It is a condition of every contract for the purchase of pre-need supplies or services that the contract is cancelled:
 - (a) If the Cemetery has reasonable grounds to believe that the beneficiary has or would have reached the age of 120 years; and
 - (b) If the Cemetery is unable, after making reasonable efforts, to determine if the beneficiary is alive.
6. The purchaser of pre-need supplies and/or services will receive from the Cemetery a Certificate of Entitlement to the said supplies and/or services.

8. Care of Lots – General

The Cemetery reserves the right to regulate the articles placed on Lots or Graves that post a threat to the safety of all Interment Rights Holders, visitors to the Cemetery and Cemetery employees, prevent the Cemetery from performing general cemetery operations, or are not in keeping with the dignity and decorum of the Cemetery. Prohibited articles will be removed and disposed of without notification.

1. All lots and plots shall be maintained and kept properly graded, sodded and mown by employees of the Cemetery.
2. No person shall do any work upon a burial lot without the permission of the Manager.
3. Trees, shrubs, flowering or other plants may be cultivated on lots, but only such varieties that are in keeping with the general plan of the grounds and subject to the approval of the Manager. No trees or shrubs growing within any lot may be removed or altered without the consent of the Manager.
4. Dwarf evergreens are permitted only on side by side (double) lots having a monument and only one shall be planted on either side of the monument. All plantings must be approved by the Manager.
5. The heights of such shrubs and/or ornamental trees shall at no time exceed 0.91 metre (3 feet) above adjacent ground level.
6. The diameter of such shrubs and/or ornamental trees at their widest point, including all foliage, shall at no time exceed 35.56 cm (14 inches), or obstruct adjacent lots.
7. Rights Holders desiring outside gardeners to do work on their lots must furnish the Manager with written authority and plans for same, to be approved by the Manager. Gardeners or florists or their employees shall not enter the Cemetery on Sunday for business purposes.
8. If any trees or shrubs in any lot shall have become, by means of their roots or branches or in any other way, detrimental to the adjacent lots, drains, roads or walks, or prejudicial to the general appearance of the grounds or inconvenient to the public, or impede burials, the Board may remove such trees, shrubs or parts thereof after 30 days' notice to the Interment Rights Holders.
9. Permission must be obtained from the Manager before removing flowers, plants, ribbons or other articles from the graves or lots.
10. NO GLASS CONTAINERS of any kind are allowed in the cemetery at any time. (See Section 10 – Monuments and Markers, Item 4 regarding Candle Holders.)
11. Nails, wires, articles of glass or pottery or any other material that creates a hazard to workers and to visitors when neglected or broken is now allowed in the cemetery.
12. Concrete or granite borders around approved gardens in front of monuments are sanctioned. The cemetery is not responsible for damage to borders in the process of burials or in regular maintenance. The use of concrete or granite to cover the garden area is not permitted.
13. Implements or materials used in doing any work within the cemetery shall be removed without delay and if this is not done, the Manager shall remove the same.
14. No Interment Rights Holder shall change the grading of their lot, and in the case of any such change, the Board may restore the lot to its original grade at the expense of the Interment Rights

Holder.

15. No unauthorized person shall sod, over corner posts or lot markers.
16. The Board shall not be responsible for loss or damage to any articles left upon any lot or plot.
17. Memorial donations of benches and trees must be made with the permission of the Cemetery Manager. Every effort to maintain the general appearance of the donation shall be made by the cemetery.
18. Memorial donations require the Rights Holder to sign a Letter of Agreement for the giving of a Significant Memorial Gift.

9. Care of Lots – Flowers

1. The Cemetery reserves the right to remove all flowers, potted plants, wreaths and baskets of flowers when they become withered or unsightly, or for any other reasons. Such removals are in the best interest of the Cemetery.
2. Artificial flowers are permitted, provided they are properly maintained and not detrimental to the general maintenance of the cemetery.
3. Vases, urns and flower stands not properly cared for, and not filled with plants by the twentieth of June, may be removed from the lot, and any stand, holder, vase or other receptacle for flowers that is unsightly or unsuitable may be prohibited or removed by the Manager.
4. Flower beds not exceeding 45.72 cm (18 inches) in width shall be permitted in front of the monuments, and where there is no monument, can only be made with the permission of, and under the supervision of the Manager. Edging of gardens must not interfere with grass cutting equipment.
5. To preserve the orderly appearance in the cemetery, any flower bed of the previous year which has not been planted by June 15th, may be sodded by the Board and the cost charged to the Interment Rights Holder.
6. Flower beds should be cleared of tender plants after the first frost of the autumn. Rights Holders desiring to take any plants away should do so before their removal becomes necessary.
7. Potted plants must not be buried but must be placed on top of the ground as close to the monument base as practical within a designated garden area.
8. Those who place potted plants or urns, not planted by the cemetery, are responsible for their upkeep and must remove them by October 15.
9. Artificial wreaths without glass or plastic covers are allowed to be placed on the lot after November 1, provided they are securely fastened to the monument or where there is no monument, mounted on a stand of at least 76.20 cm (30 inches) high and securely anchored to the ground.
10. To preserve the proper appearance of the grounds, artificial wreaths must be removed before April 1st of each year; otherwise, Cemetery Authorities will remove them and dispose of them.
11. No enclosed containers shall be used to hold candles that are not part of the existing monument unless approved by the Cemetery Manager.

12. Section J – Potted plants and any other articles will be removed from the section on a biweekly basis as close to the middle and end of each month as possible.

10. Monuments and Markers – General Information

1. No monument or other structure shall be erected or permitted on a lot until accrued charges have been paid in full.
2. No inscription shall be placed on any monument or marker which is not in keeping with the dignity and decorum of the cemetery.
3. No monument, footstone, marker or memorial or any kind shall be placed, moved, altered or removed without permission from the Manager.
4. Candle holders and vases may constitute part of a monument if they are made principally of bronze or stainless steel. If a translucent section is necessary, it must be made of an unbreakable, heat-resistant glass or of a plastic material that is fire resistant.
 - (a) Candle holders must be included in determining the overall size of the memorial.
 - (b) A maximum of two candles or vases may be placed on the base of a monument. They must be centered on the end or ends of the base.
 - (c) A candle holder must be adequately drained to prevent any collection of water.
 - (d) Candle holders must be fully enclosed on all sides by a door or lid.
5. No monument or marker will be delivered to the cemetery without the Request for Installation form containing the following information:
 - (a) The Interment Rights Holder's name and address
 - (b) Instructions for placement of the marker or monument
 - (c) The dimensions, in the case of a flat marker
 - (d) In the case of a monument:
 - (i) The dimensions of the die, height, width, length
 - (ii) The dimensions of the base, height, width, length
 - (iii) The overall size of the monument
 - (iv) A description of the monument, colour and design
 - (v) The appropriate fees for the Care and Maintenance Fund in relation to the side of the marker/monument as set out in the Cemeteries Act (Revised) must accompany the monument.
6. Every person installing a monument or marker in the cemetery shall pay the prescribed amount, as set out in the FBCS Act 2002, to the St. John's Dixie Cemetery's Care and Maintenance Fund. The interest earned from this fund will be used to maintain the markers or monuments in a safe condition.
7. The amounts for the Care and Maintenance Fund are as follows:
 - (a) In the case of installing a flat marker measuring at least 1,116.13 square centimetres (173 square inches) O. Reg 30/11 Section 166 (2) \$100.
 - (b) In the case of installing an upright marker measuring 1.22 metres (4 feet) or less in height and 1.22 metres (4 feet) or less in length, including the base, \$200.
 - (c) In the case of installing an upright marker measuring more than 1.22 metres (4 feet) in either height or length, including the base. \$400.
8. The cemetery is obliged to maintain or lay down all monument markers and memorials to ensure the safety of the public and to preserve the dignity of the cemetery.

11. Monuments

1. For the purpose of the regulations, a monument shall be understood to mean any permanent memorial projecting above ground level.
2. Minor scraping of the base portion of the upright monuments due to the turf moving operation is considered by the Cemetery to be normal wear.
3. The Cemetery will take reasonable precautions to protect the property of Interment Rights Holders, but it assumes no liability for the loss of, or damage to, any monument or part thereof except where such damage or loss is due to its negligence.
4. The Cemetery Board reserves the right to determine the maximum size of monuments, their number and their location on each lot or plot. They must not be of a size that would interfere with any future interments.
5. A double lot is allowed one upright monument unless designated a Flat Marker only section. Only 2 footstones or 4 corner-posts are allowed.
6. No monument other than a headstone may be erected on a single grave and only one headstone may be erected thereon.
7. The maximum size monument allowed on a single lot is: (except Section K)
Height 0.91 metre (3 feet) (Section K - 42 inches or 106 cm)
Width 76.20 cm (2.5 feet)

The maximum size foundation allowed on single lot is:
Length 76.2 cm (30 inches)
Width 35.6 cm (14 inches)
8. The maximum size monument on a double lot is:
Height 1.22 metres (4 feet) (Section K - 5 feet or 1.52 metres)
Width 167.64 cm (66 inches).

The maximum size foundation allowed on double lot is:
Length 167.6 cm (66 inches)
Width 40.64 cm (16 inches)

The maximum width of a foundation where a plot has more than two lots cannot exceed 40.64 cm (16 inches).
9. All monuments must be able to withstand a minimum of 100 lbs. of horizontal force applied anywhere on the monument without toppling. This must be achieved in dry mode (no caulking).
10. The minimum thickness of a die must be 20.32 cm (8 inches). However, all monuments with dies that are 20.32 cm (8 inches) thick and less than 86.36 cm (34 inches) in width must be doweled to the base and able to withstand the 100 lbs. standard.
11. Should the monument exceed 106.68 cm (42 inches) overall height, the die must be 25.40 cm (10 inches).
12. Dowels must be made of minimum 127 mm (1/2") non-corrosive material (preferably 300 series stainless steel) or bronze. The hole depth must be a minimum of 7.62 cm (3 inches) deep and no more than 3.2 mm larger in diameter of the dowel.

13. The die stones must be installed on a granite base. The height of the base shall be a minimum of 15.24 cm (6 inches). The top surface of the base must be both wider and longer than the die in order to provide a minimum border of 7.6 cm (3 inches) of the surface of the base exposed on all sides. Bottoms of the base shall be smooth sawn.
14. The maximum width of a base is controlled by the width of the plot or lot where it will be installed.
15. Monuments can only be erected on lots designated for monuments and not in any area designated for "Flat Markers Only".
16. Monuments must be placed at the centre of the head end of the lot except where alignment with existing nearby monuments justifies another location. Approval of the location must be obtained from the Manager before a monument is set.
17. Book or pillow markers shall be allowed only in designated areas in the cemetery.
18. All photographs attached to any memorial or placed within the cemetery grounds shall be the sole responsibility of the owner.
19. Concrete foundations are required for all monuments and markers and shall be installed by the Cemetery employees at the expense of the Interment Rights Holder.
20. The charges for the construction of foundations are set forth in the Price List.
21. No foundations may be constructed after December 15th in any year and before April 1st in the following year.
22. The foundation shall be built in the designated space and in the proper dimensions of the monument base. If incorrect dimensions have been given on the application form, signed by the Interment Rights Holder and/or supplier, the foundation must be immediately removed and rebuilt by the cemetery at the expense of the Interment Rights Holder. The foundation shall be at least 121.92 cm (4 feet) deep and the length of the monument. There shall not be a variance of more than 1.27 cm (1/2 inch) between the size of the monument and the foundation. The foundation shall not rise above the grade of the surrounding ground.

12. Markers

1. Markers will be accepted for installation during regular working hours. If weather and ground conditions permit, installations will be made within 30 days after acceptance. Markers will not be accepted from any monument dealer for storage during the winter months.
2. Markers or Footstones of bronze or granite are permitted with size and quantity restrictions according to the section of the cemetery and the regulations necessary, as per the size of lot in that section. Its placement must not interfere with future interments.

Single lot maximum	45.72 cm x 60.96 cm	18" x 24"
Double lot maximum	45.72 cm x 167.64 cm	18" x 66"
Cremation lot maximum	40.64 cm x 25.40 cm	16" x 10"
3. Flat markers are to be flat on top and set level with the ground so that a lawnmower can pass safely over them and shall be set by employees of the Cemetery, at the expense of the Interment Rights Holder, on payment of the fee provided in the Price List.
4. Each single lot may be marked on the ground with a flat marker only, unless otherwise designated as an upright monument section.

5. One marker may be placed at each grave in addition to the monument. The marker shall be placed just in front of the monument and shall not exceed 30.48 cm x 50.8 cm (12" x 20").
6. Any flat marker that exceeds the standard width of 30.48 cm (12 inches) can only be installed after a full interment has taken place.
7. The minimum thickness for all flat markers including footstones is 10.16 cm (4 inches).
8. All markers and monuments shall be constructed of bronze or granite. The bottom bed of all bases and markers shall be cut level and true.
9. Temporary Wooden Crosses: Interment Rights Holders wishing to temporarily place a wooden cross on a lot or grave must first visit the cemetery office and sign a Temporary Wooden Cross agreement with the cemetery. Temporary Wooden Crosses are only to be laid on the ground until the cemetery provides a temporary marker, free of charge. Once the temporary marker has been placed, cemetery staff will remove the wooden crosses and place them in a designated area for families to retrieve.

The following are the maximum and minimum permissible dimensions for Temporary Wooden Crosses:

Maximum overall length: 152.4 cm (60 in.)

Maximum overall width: 75.00 cm (30 in.)

10. All temporary markers shall be provided by the cemetery to be placed on the grave for an 8-month period only.
11. Section J – The maximum size of flat markers shall be 16" x 10" with a steeled top finish.

13. Rules for Monument Dealers, Contractors and Workers

1. No monument or marker will be delivered to the cemetery without the proper paperwork. See Section 10, Item 5 for a description of the paperwork.
2. Monument dealers must state on each order the date they wish foundations ready and must give notice of at least thirty working days before the work is required.
3. No monument or marker will be delivered to the cemetery until the foundation is completed and the contractor is ready to proceed with erecting the monument.
4. No monument or marker will be removed without written permission from the Manager.
5. All companies who do work in the Cemetery shall have Worker's Compensation coverage for their workers as well as sufficient liability insurance. Prior to the start of any said work, contractors must provide proof of (any or all may apply depending on your specific operation) WSIB coverage, Occupational Health and Safety compliance standards, Environmental Protection, WHMIS, evidence of liability insurance of not less than \$2,000,000.00.
6. Contractors, masons and stonecutters shall lay planks on the lots and paths over which heavy materials are to be moved, in order to protect the surface from injury.
7. There shall not be a variance of more than 1.27 cm (1/2 inch) in the size of the base required as stated on the work order and the size of the monument delivered.
8. The demeanour and behavior of all workers employed by others in the cemetery shall be subject to the control of the Manager.

9. Workers shall cease work, if in the immediate vicinity of a funeral, until the conclusion of the service.
10. All work must be done during regular cemetery hours.
11. Heavy loads shall not be permitted in the cemetery when the roads are in unfit condition.
12. No monument dealer shall park on the grass, unless authorized to do so by the Manager.
13. All implements and materials used in the performance of any work shall be placed where the Manager may direct, and all rubbish and surplus earth shall be removed when, and to where, and in such manner as the Manager may order. Otherwise, the obstructions will be removed, and the expense charged to the monument dealer.
14. If a monument company desires to set a flat marker, they must make written arrangements as to time of installation with the Manager, as all work must be supervised by an employee of the cemetery. The Monument dealer shall pay to St. John's Dixie Cemetery and Crematorium the prescribed fee plus marking out the area and supervising the monument company's people.
15. If bushes are allowed, the intended monument should not exceed 50% of the lot width, i.e. 1.83 metres (6 foot) width allows for 0.91 metre (3 foot) monument and 45.72 cm (18 inches) for each bush.

14. Columbarium Regulations (Indoor & Outdoor)

1. All the general rules and regulations of the St. John's Dixie Cemetery and Crematorium shall apply to the columbarium as far as the nature of the case permits.
2. A proper Certificate of Cremation must accompany all cremated remains before an inurnment can take place.
3. No inurnment shall be made without the permission from the burial Rights Holder or a proper representative of the estate if the burial Rights Holder is deceased.
4. Compartments will be opened by employees of the St. John's Dixie Cemetery and Crematorium and sealed by them after an inurnment is made. Please note a charge must be applied for the opening of the niche beyond 30 days of the inurnment.
5. Each compartment is intended for two or more urns. Single size niche (2 urns), double size niche (3 urns), Family size (4 urns). Size of the urn will determine if two or more urns will fit.
6. It is advisable that the name of the person for whom inurnment is intended be registered on the books of the trustees, so that no complications may arise when a request for inurnment is made.
7. No inurnment shall be permitted until all payments due to the Cemetery are made.
8. Section West Wall and North Wall – Flowers may only be placed in a vase attached to the niche face.
9. Flowers, wreaths and designs placed against or near any part of the Columbarium that are liable to stain or deface the structure will be removed on a biweekly basis.
10. No glass vases/candles (including battery operated candles) or other breakable item should be placed around the columbarium.

11. No transfer of burial rights to a columbarium shall be valid, until approved by, and recorded in the books of the Cemetery. A transfer fee will be charged according to the fees set out in the Price List.
12. The number of cremated remains to be placed in each niche is determined by the urn size and niche dimensions and in accordance with the designated policy for each columbarium.
13. All permanent fixtures on niche fronts must be approved by the cemetery manager and installed by cemetery staff.
14. Section K, Section E North/East, Section M, Section N, Section J – Columbaria may only display niche plaque and picture as permanent fixtures on individual niche fronts. No flowers or personal items are to be attached to the columbarium or niche fronts.
15. Potted plants or articles may be left around the columbarium but will be removed on a biweekly basis closest to the middle and end of the month. Offending articles will be removed.

15. Small Scale Columbarium

1. Interment rights to a Small Scale Columbarium and the cremation estate lot on which the Private Small Scale Columbarium is placed, are to be sold as one unit. The Interment Rights holder(s) of the cremation estate lot and Small Scale Columbarium must be the same individual(s). If rights are later transferred, the rights must be transferred for both the cremation estate lot and Small Scale Columbarium. Rights cannot be divided between the lot and Small Scale Columbarium.
2. Small Scale Columbarium may hold 2 (two) urns maximum on the top row and 2 (two) urns maximum on the bottom row, dependent on the size of urn.

16. Crematorium Regulations

1. Identification of the deceased shall be made prior to the delivery of the deceased to the crematorium.
2. St. John's hours of operation for the crematorium are 7 a.m. to 7 p.m., with access for the public between 8:30 a.m. and 5:00 p.m.
3. Before cremation can take place, the following documents must be completed, delivered to the office or crematorium, signed by the proper authority, and approved: a cremation contract, a cremation application, a coroner's certificate, and a burial permit.
4. A deceased person shall only be received for cremation in a fully combustible casket or container deemed appropriate and with a top, four sides and a solid bottom allowing the casket/container encasing the human remains to be moved by using a set of rollers.
5. Once received by the crematorium personnel, the casket/container will remain closed unless permission is given by the purchaser or a judge allowing a licensed funeral director to open the casket or container. Under no circumstances will crematorium staff be allowed to open the casket or container. The deceased will be cremated **in the funeral home or transfer service** delivered casket or container, which must be made of readily combustible materials. All non-

combustible parts on the outside of the casket/container will be removed prior to cremation, if possible.

6. The crematorium will not cremate a casket/container constructed of non-flammable or hazardous material or a material prescribed by the regulations under the Funeral, Burial and Cremation Services Act, 2002 of Ontario Regulation 30/11, nor will the crematorium cremate a body in which a pacemaker or other prescribed device is present. This does not limit the right to refuse to cremate, in any instance, and without assigning reason.
7. The crematorium will not under any circumstances cremate an individual with a radioactive implant, or an individual who has received microscopic radioactive treatment such as thera-seed. An implant heart pacemaker or other implant radioactive devices could explode during the cremation process and are to be removed by the funeral establishment or transfer service operator, or others, before the deceased is delivered to the crematorium for cremation. The purchaser of the cremation services will be liable for any damages caused to the crematorium or for the injury/exposure to crematorium staff for the failure to notify the funeral establishment or transfer service, or any other personnel responsible for the removal of such device or the existence of such radioactive implants.
8. Twelve (12) working hours notice is required before a cremation can take place.
9. Twelve (12) working hours notice is required if relatives and friends wish to view the cremation process (loading and starting). A limited number of observers will be allowed in the crematorium for the starting of the cremation process (6). Access can be denied by crematorium staff.
10. Stainless steel identification tags must be placed with the remains throughout all stages of the cremation process.
11. If a request is made to cremate surgically removed body parts (medical waste) from a living person, the applicant must arrange transportation and delivery of said medical waste to the crematorium through the services of a funeral home. The crematorium will only accept the medical waste if accompanied by an official document from the hospital, signed by a doctor stating what type of body part/medical waste was removed with dates of procedure, as well as a signed copy of St. John's Dixie's Medical Waste Cremation Authorization Waiver.
12. A Licensed Funeral Director must be present when a Witness of Cremation is taking place.

17. Wreaths

1. Monument saddle wreaths may remain on the monument year-round. However, when the saddle wreath shows signs of deterioration, it will be removed so that it will not detract from the general appearance of the cemetery.
2. All winter wreaths on stands must be removed by April 1st or they will be removed by the cemetery staff and disposed of. Wreaths may be placed back on the lots on November 1st for the winter months.

18. Rules for Visitors

1. Visitors are always welcome at the cemetery during the open hours from 8:00 a.m. until sundown. They are asked to remember the respect due to the dead.
2. The Manager and his/her assistants are empowered and are required to preserve order and decorum in the cemetery.
3. No parades, other than funeral processions and Legion parades to the Cenotaph, shall be admitted to or be organized within the cemetery.
4. Children under the age of twelve years are welcome in the Cemetery grounds when accompanied by an adult, who shall be responsible for their good conduct and shall see that they do not run over the lots or climb upon the monuments.
5. Vehicles within the cemetery shall be driven at a speed not to exceed 15 kilometers per hour and shall not leave the avenues or park on the grass unless directed to do so by the Manager.
6. No pleasure ATVs (all terrain vehicles) or snowmobiles are allowed in the cemetery.
7. Proprietors of vehicles and their drivers shall be held responsible for any damage done by them.
8. Discharging of firearms, other than in regular volleys at burial services, is prohibited in and around the cemetery.
9. No dogs or other pets shall be allowed in the cemetery. Only service animals shall be allowed in the cemetery. See definition of "Service Animal" under Definitions. Service Animals shall not defecate on cemetery property.
10. No picnic party shall be permitted in the cemetery grounds.
11. Any person who damages or moves any tree, plant, marker, fence, structure or other thing usually erected, planted or placed in the cemetery, is liable to the St. John's Dixie Cemetery and Crematorium and any Interment Rights Holder, who, as a result, incurs damage. The amount of damages shall be the amount required to restore the cemetery to the state that it was in before anything was damaged or moved by the person liable.
12. Any complaints by Interment Rights Holders or visitors should be made to the Manager, and not to workers on the grounds; controversies with workers or others on the grounds are to be avoided.
13. Rubbish shall not be thrown on roadways, lots or walkways or any part of the grounds. Receptacles are provided at convenient points on the grounds for the deposit of weeds, decayed flowers, plants, etc.
14. Any person disturbing the quiet and good order of the cemetery by noise or other improper conduct or who violates these by-laws, will be expelled from the grounds.
15. Any article which is detrimental to efficient maintenance or constitutes a hazard to machinery, employees or visitors, or is unsightly or does not conform to the natural beauty or design of the cemetery, may be removed by the cemetery. An article removed will be held at the cemetery for collection. If not collected, it will be disposed of after one month.
16. No tips or gratuities are to be given to cemetery workers by visitors or Rights Holders, nor shall any be accepted by any cemetery worker. Any officer or employee who violates this rule may be at once dismissed.