



# LAKEVIEW

Cemetery & Crematorium

***Sarnia Cemetery Company Operates as:  
Lakeview Cemetery & Crematorium***

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**SARNIA CEMETERY COMPANY BY-LAWS**

# **SARNIA CEMETERY COMPANY BY-LAWS**

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**If you require further information or clarification on any subject, please contact the Lakeview Cemetery office.**

# CEMETERY BY-LAWS

## LAKEVIEW CEMETERY

The Sarnia Cemetery Company was incorporated in 1879 under the provisions of the Cemetery Act of 1877 to operate a non-denominational cemetery for the (then) Town of Sarnia. The Mayor, Reeve, Sheriff, County Registrar, school inspector, doctors and other leading citizens were some of the original shareholders. All shareholders agreed to take out the value of their stock subscriptions in cemetery lots - 100 square feet for each \$5.00 share purchased. The Town of Sarnia, Sarnia Township and Lambton County also became shareholders.

It appears now that the Company was formed in order to ensure that the municipalities would not become responsible for any deficit that might occur through the operation of a public cemetery. Until 1879 the cemeteries within the town were operated by various religious denominations - Anglican, Presbyterian, and Roman Catholic - for the most part, with a small municipal cemetery on a part of what is now Elgin Park. After the property for Lakeview was secured, the town council passed a by-law prohibiting any more burials within the town limits and the church cemeteries ceased to function. The remains of those buried in them were removed to Lakeview and re-interred in sections selected by the church authorities.

For a number of years all meetings of the Board of Directors of the Sarnia Cemetery Company were held in the mayor's office, in the office of the town clerk, in the registry office or the police court room at the city hall. Later, meetings were held in the home of the man who, from time to time, was acting as secretary-treasurer - a part time position - and so the head office moved from place to place in the town, now, the City of Sarnia. Presently the head office and usual meeting place is the administration building at Lakeview Cemetery.

No fees are paid to the volunteer directors elected at the annual meeting of Interment Rights Holders and no dividends have, or will be declared.

The Sarnia Cemetery Company Board of Directors, in the discharge of their responsibilities appeal to the public to aid them, by following these by-laws, which have been adopted for the operation, improvement and maintenance of Lakeview Cemetery.

It is our hope that by a co-operative effort we can keep the cemetery a respectful, attractive and peaceful place for the burial of our citizens.

These by-laws are the rules and regulations that govern Sarnia Cemetery Company operating as Lakeview Cemetery and Crematorium and have been approved by the Registrar of Cemeteries, FBCSA, Cemeteries Regulations Unit, Ministry of Consumer Services. To the extent that any particular provision of this by-law is in conflict with the provisions of the FBCSA the provisions of the FBCSA govern and this by-law shall be deemed to have been amended to conform thereto in all respects.

### GENERAL INFORMATION

**1. Office Hours.** Normal office hours are from 9.00 am to 4.30 pm, Monday to Friday each week. The Lakeview Cemetery office is closed on Public Holidays.

**2. Visitors.** Visitors are welcome at Lakeview Cemetery, the mausoleum and columbaria during daylight hours, subject to the by-laws of the Company. The President, General Manager and Operations Foreman and assistants are empowered and are required to preserve order and decorum in the cemetery. Unless in charge of an adult who shall be responsible for their good conduct, children not of legal age are not admitted to the cemetery.

Any complaints by the rights holder(s) or visitors should be made to the cemetery office staff and not to workers on the grounds. The Company may permit public memorial services of a sacred character within the cemetery, but no more than one service having no more than one band, shall be conducted at the same time. All such services shall be conducted in a quiet, decorous and reverent manner.

**3. Administration.** The Sarnia Cemetery Company, hereinafter named the Company, is licensed as the Owner and operator of Lakeview Cemetery and Crematorium in accord with the Funeral Burial & Cremation Services Act, 2002 and Ontario Regulation 30/11.

The by-laws state that any fully paid interment rights holder is entitled to vote at meetings of rights holders and the holder or any one descendent of the original holder, or any executor, executrix or administrator of estate holding a lot or plot, is eligible to act as a Director if duly elected at a meeting of rights holders called for that purpose.

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.

**4. Notices.** All notices required by any by-law to be given to any rights holder(s) may be given personally to the rights holder(s) or may be mailed to the rights holder(s) or legal representative at the last post office address appearing in the Company's records or by any other means the Company deems appropriate.

## CEMETERY BY-LAWS

**5. Changes in By-Laws.** The Company may, from time to time, change, modify, repeal or temporarily suspend or modify any by-laws or part thereof in such manner as in its discretion will best serve the interests of the properties under its care. All by-laws and amendments are subject to the approval of the Registrar, Cemeteries Regulation Unit, Ministry of Consumer Services. The Company also 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.

**6. Financial.** The Company is operated solely for the benefit of the public. All money received has to be employed solely for administration and benefit of the cemetery or in meeting the needs of the community for further interment space.

**7. Care and Maintenance.** In accordance with the FBCSA, 2002, a portion of the price paid for all interment rights and markers sold must be deposited, within 60 days of the sale, to a trust fund named the Care and Maintenance Fund (the Fund). The income from the Fund is used exclusively for the upkeep of the cemetery property, markers and structures.

**8. Authority.** The President of the Board of Directors is charged with the general management and supervision of the affairs of the Board of Directors and the General Manager is responsible for the good order, maintenance and development of the cemetery in accordance with the by-laws of the Company and policies adopted by the Board. Agents for the signing of contracts for interment rights and other services on behalf of the Company are appointed by the Board of Directors from time to time.

**9. Liability.** The Company and the Board of Directors shall not be responsible for replanting or replacing plants, shrubs or trees lost from any cause whatsoever other than negligence on the part of the Company. The Company shall take reasonable precautions to protect the property of interment rights holders but they disclaim all liability for loss or damage from causes beyond its reasonable control and will not be held liable for any loss or damage, without limitation (including damage by the elements, Acts of God, or vandals) to, any lot, plot, columbarium niche, mausoleum crypt, monument, marker or other article that has been placed in relation to an interment or scattering right save and except for direct loss or damage caused by gross negligence of the cemetery.

The Company reserves and shall have the right to correct any errors that may be made in Lakeview Cemetery, in making interments, disinterments or removals, or in the description, transfer or conveyance of any interment property, either by cancelling such conveyance and substituting and conveying in lieu thereof other interment property of equal value and similar location as far as possible or as may be selected by Company, or at its sole discretion, the Company may refund the amount of money paid on account of such purchase.

In the event the error involves the interment of any person in such property, the Company reserves and shall have the right to remove and re-inter the remains to such other property of equal value and similar location as may be substituted and conveyed in lieu thereof. The Company shall also have the right to correct any errors made by making of an improper inscription, name or date, either on a memorial, marker or container for cremated remains. The Company shall not be under any liability for such error.

**10. Plan and Interment Records.** The plan of Lakeview Cemetery has been approved by the Ministry of Consumer Services. Maps of each cemetery section and plots therein are available at the cemetery office. A complete record is kept of all interments and purchases of interment rights, pre-need and other services.

**11. Lots and Plots.** For the purposes of these by-laws a lot is a single grave space. For the purposes of these by-laws, a plot is a parcel of land, sold as a single unit, containing multiple lots.

### SALE AND TRANSFER OF INTERMENT RIGHTS.

**12. Sale of Interment Rights.** No person shall sell interment rights unless that person does so as an agent on behalf of the Company.

**13. Interment Rights.** Interment rights are the right to require or direct the interment of human remains or cremated human remains in a grave, lot, niche or crypt and direct the associated memorialization.

An interment rights certificate is the document issued by the Company to the purchaser once the interment rights have been paid in full, identifying ownership of the interment rights.

An interment rights holder is any person designated to hold the right to inter human remains in a specified lot.

**14. Prices and Terms.** Lots, plots, crypts, compartments and niches shall be sold at such prices and on such terms as fixed by the Company and may be adjusted from time to time by the Company. In accordance with cemetery by-laws, no burial entombment, scattering, 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.

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Lots previously sold, for which provision for Care and Maintenance has not been made, may be placed under this plan by the payment of charges set forth in the current fee schedule of the Company.

**15. Notice of Resale and Transfer of Interment or Scattering Rights.** Interment rights holders may first offer the interment rights to the Sarnia Cemetery Company. 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 purchaser meets the qualifications and requirements as outlined in the cemetery operator's by-laws.

**16. Transfers.** The rights holder(s) may transfer the interment rights to a third party provided that they are transferred as gift, bequest, or other transfer made without financial consideration, and that the then current transfer fee is paid to the Company and that the rights certificate is surrendered to the Company. The transfer, signed by the rights holder(s), must specify the name(s) and address(es) of the proposed transferee(s). A new interment rights certificate will be then issued to the transferee(s) and the information recorded in the records of the Company.

**17. Cancellation or Resale of Interment Rights.** Purchasers of interment or scattering rights holders acquire only the right to direct the burial of human remains and the scattering of cremated human remains, and the installation of monuments, markers and inscriptions, subject to the conditions set out in the cemetery by-laws. The purchase of interment rights is not a purchase of real estate or real property. An interment rights holder wishing to resell their interment rights may advise the cemetery operator of their intention prior to seeking a third party buyer for their interment rights.

**17.A. Cancellation of Interment Rights within 30 Day Cooling-Off Period:** 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 Company. The Company will refund all monies paid by the purchaser within thirty (30) days from the date of the request for cancellation.

**17.B. Cancellation of Interment or Scattering Rights after the 30 Day Cooling-Off Period:** Upon receiving written notice from the purchaser of the interment or scattering rights, the Company will cancel the contract and issue a refund to the purchaser for the amount paid for the interment or scattering rights less the appropriate amount that is required to be deposited into the Care and Maintenance Fund. This refund will be made within thirty (30) days of receiving said notice. If the interment rights certificate has been issued to the interment rights holder(s), the certificate must be returned to the Company along with the written notice of cancellation.

If any portion of the interment or scattering rights has been exercised, the purchaser, or the interment rights holder(s) are not entitled to cancel the contract or re-sell the interment or scattering rights.

**17.C. Resale of Interment or Scattering Rights after 30 Day Cooling-Off Period:** Unless the interment or scattering rights have been exercised the purchaser retains the right to cancel the contract 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, has the right to re-sell the interment rights. Any resale of the interment right shall be in accordance with the requirements of the cemetery by-laws and in keeping with the FBCSA.

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.D. Care and Maintenance Fund Contribution Refund:** As required by sections 166 and 168 of Regulation 30/11, a percentage of the purchase price of all interment rights, scattering rights and a prescribed amount of \$25.00 where there was no scattering rights sold, and a prescribed amount for monuments and markers is contributed into the care and maintenance fund. Income from this fund is used to provide only general care and maintenance of the cemetery. Contributions to the care and maintenance fund are not refundable except when interment or scattering rights are cancelled within the 30 day cooling off period.

NOTE: ALL REALES OF INTERMENT OR SCATTERING RIGHTS MUST BE CARRIED OUT THROUGH THE COMPANY.

**17.E. Requirements for Resale of Interment Rights or Scattering Rights:** The interment or scattering rights holder(s) intending to sell their rights shall provide the following documents to the Company so that the Company can confirm the ownership of the rights and provide the third party purchaser with the required certificate etc.:

1. An interment or scattering rights certificate endorsed by the current rights holder(s)
2. 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



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3. If the resale involves scattering rights, a written statement of the number of scattering rights used
4. 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 Company:

1. An interment or scattering rights certificate endorsed by the current rights holder
2. A copy of the Company's current by-laws
3. A copy of the Company's current fee schedule
4. 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
5. If the resale involves scattering rights, a written statement of the number of scattering rights available
6. Any other documentation in the interment rights holder(s) possession relating to the rights

The Company will require:

1. 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
2. Confirmation that the person selling the interment or scattering rights is the person registered on the Company's records and that they have the right to re-sell the interment or scattering rights
3. A recording of the date of transfer of the interment or scattering rights to the third party
4. The name and address of the third party purchaser(s)
5. A statement of any money owing to the Company in respect to the interment or scattering rights

Once the endorsed certificate and all required information has been received by the Company from the rights holder(s), the Company 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 or transfer of the interment or scattering rights shall be considered final in accordance with the cemetery by-laws and the FBCSA.

The Company may charge an administration fee for the issuance of a duplicate certificate in accordance with the fee listed on the Company's current fee schedule.

The Company 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 Company so desires and may negotiate a purchase price so long as the seller acknowledges being aware of the Company's current fee schedule amounts for interment and scattering rights.

**18. Cancellation of Pre-Need Cemetery Supplies and Services.** Within thirty (30) days of the date of the contract for pre-need cemetery supplies and services, the purchaser may require, by written demand, that the Company cancels the contract. The Company will refund all monies paid; together with all income earned, for any pre-need service that has not been rendered. After 30 days of the date of the contract, the purchaser may require, by written demand, that the Company cancels the contract. The Company will refund all monies paid; together with all income earned, less an administrative fee. The fee is defined as the lesser of \$200.00 or 10% of the total value of the pre-need cemetery supplies and services purchased including the associated income earned from the Pre-Need Assurance Fund.

None of the Pre-Need cemetery supplies and services will be provided until 30 days after the date of the contract except in the event of the death of the person for whom the contract was provided.

**19. Proof of Inheritance.** As soon as possible after the death of the rights holder or after the death of any one of the rights holders, if the ownership is in the name of more than one, the matter of future ownership and authorizations as to the permission of further interments should be taken up with the Company. The will of the deceased person or letters of administration may be required in resolving this important matter.

## INTERMENTS

**20. Notice Required.** Notice of each interment shall be given to the Lakeview Cemetery office. In the summer, at least 24 hours in advance, 8 hours of which must be regular working hours. In the winter, at least 48 hours, 16 hours of which must be regular working hours.

**21. Telephone Orders.** When orders for interment are received by telephone the Company will not be responsible for any errors or misunderstandings that may arise.

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**22. Daily and Seasonal Restrictions.** No interment shall be executed after 4.00 pm on any regular working day, Monday to Friday. No interments will take place on any Sunday or Statutory Holiday unless an order to do so is issued by a representative of the Board of Health. Saturday interments are permitted providing the order to do so is received and confirmed by the Lakeview Cemetery office staff prior to noon on the preceding Thursday. A premium interment fee shall apply. Winter burials shall take place, weather and soil conditions permitting.

**23. Documents Needed for Interment.** Interment or 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(s) be deceased, authorization must be provided in writing by the person authorized to act on behalf of the interment rights holder i.e. Personal Representative, Estate Trustee, Executor or next of kin.

A burial permit issued by the Registrar General or an equivalent document showing that the death has been registered with the province must be provided to the cemetery office prior to a burial, scattering or entombment taking place. The requisite fees for interment or scattering must be paid to the Company before a burial can take place.

When interment rights are held jointly by two or more persons, an order for interment will be accepted from either or any one of them or their authorized representatives subject to all other conditions being met.

In accordance with the FBCSA the purchaser of interment or scattering rights must enter into a cemetery contract, providing such information as may be required by the Company for the completion of the contract and the public register prior to each burial or entombment of human remains, or each scattering of cremated human remains.

**23.A. Interment Fee and Charges Incurred.** Persons ordering interments will be held responsible for charges incurred. The interment fee is a part of the contract for cemetery supplies and services and includes the opening and closing of the grave, use of lowering device (for casket interment), artificial grass dressing at the grave-site, levelling of the site and replacement of the sod removed, by means of re-seeding, for the interment. Other services at the gravesite are available upon request at additional cost.

**24. Documents Needed for Cremation or Scattering Interment.** A Certificate of Cremation or equivalent document, written consent of the rights holder(s), and a signed copy of a contract for cemetery supplies and services with the requisite fees paid, must be submitted to the Company office before an interment of cremated remains can take place.

**25. Documents Needed for Interments Assisted by Social Services.** A burial permit issued by the Registrar General or an equivalent document showing that the death has been registered, written instructions from the welfare administrator and a signed contract for cemetery supplies and services must be paid to the Company office or approved for payment by Social Services before burial can take place.

**26. Information Required.** In order to maintain accurate records for each interment, a written statement is required giving the name, place of birth (with street address, if any); age; date of death; place of death; name relationship and address of deceased's nearest relative; time of interment; in what lot interment is to take place and the name of the funeral director.

**27. Scattering of Remains.** A scattering rights contract must be completed and the payment of the scattering fee must be received before the scattering of cremated human remains can take place. Designated scattering areas will be provided with a bronze memorial plaque, distinctive to the specified area, at a fee as set out in the fee schedule for cemetery services. Other decorations are strictly prohibited. Cremated remains are not permitted to be scattered on a grave. Once scattered, cremated remains cannot be retrieved.

**28. Opening of Graves or Vaults.** The opening and closing of graves, crypts and niches or the scattering of cremated remains may only be conducted by cemetery staff or those designated to do work on behalf of the cemetery.

The cemetery General Manager, Operations Foreman, or other authorized employee of the Company shall be in attendance at each interment or scattering of cremated remains.

**29. Number of Interments in One Lot.** Only a single burial of a casket with vault may be made in any full size lot, but in addition the following burials may be made in the same lot:

a. At the head end of the lot, an infant container measuring 60.96 x 30.48 cm (24" x 12"), provided space is available,

And/or

b. Not more than one container holding cremated human remains, provided space is available.

In any cremation lot or niche two containers holding cremated human remains may be interred provided space is available.

**30. Outer Containers.** In the best interest of the health and safety of our staff and the proper maintenance of the cemetery it is strongly



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recommended by the Company that all casket interments shall be enclosed in an outer container (vault) made of concrete or steel. The container must be of sufficient strength to permit the burial with the container remaining intact. The container must be capable of being sealed securely and water resistant to permeation or leakage.

**31. Disinterment.** Human remains may be disinterred from a lot provided that the written consent (authorization) of the interment rights holder has been received by the Company and that prior notification of the medical officer of health has taken place. A certificate from the local medical officer of health must be received at the cemetery office before the removal of casketed human remains may take place. A certificate from the local medical officer of health is not required for the removal of cremated remains.

In special circumstances the removal of human remains may also be ordered by certain public officials without the consent of the interment rights holder(s) and/or next of kin.

### GENERAL BY-LAWS

**32. Care of Lots.** A portion of the price of interment or scattering rights is trusted into the Care and Maintenance Fund. The income generated from this fund is used to maintain, secure and preserve the cemetery grounds. Services that can be provided through this fund include:

- Re-levelling and seeding of lots or scattering grounds
- Maintenance of cemetery roads, sewers and water systems
- Maintenance of perimeter walls and fences
- Maintenance of cemetery landscaping
- Maintenance of mausoleum and columbarium
- Repairs and general upkeep of cemetery maintenance buildings and equipment

Where the lot is not under Care and Maintenance, this work shall be done by the Company at the expense of the rights holder(s) at approved prices, set from time to time, by the Company. No interment shall be made, nor any marker placed, nor any monument erected in any lot not already under Care and Maintenance until Care and Maintenance has been paid to the cemetery in accordance with the Cemeteries Act.

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

Flowers placed on a grave for a funeral shall be removed by the cemetery staff after a reasonable time to protect the sod and maintain the tidy appearance of the cemetery.

**33. Gardening and Planting.** No person other than cemetery staff shall remove any sod or in any way change the surface of the burial lot in the cemetery.

No person shall plant trees, flower beds or shrubs in the cemetery except with the approval of the Company and in accordance with Appendix A of the cemetery by-laws.

Rights Holders desiring gardening work to be done by outside contractors must obtain permission from the Company and provide the Company with written authority and details of the contract, prior to commencing any work on a lot.

**33.A. Special Gardening Regulations for Section D (Infant and Children Section).** The permissible planting area for this Section shall not exceed the width of an existing marker (20 inches maximum), or 8 inches in front of the marker. In this Section, shrubs and all rose bushes are prohibited and the "other guidelines" of Appendix A will apply.

**33.B. Special Regulations for Section Q.** Planting of shrubs, flowers or potted plants will not be permitted in Section Q.

Permanent flower vases installed in lots must be of the disappearing bronze type when installed as separate units and not as a part of the permitted flat bronze memorial.

Temporary flower vases may be used during spring, summer and autumn. The top edge of such temporary vases must not project more than one inch above the surface of the ground.

**33.C. Planting of Shrubs.** Shrubs or bushes shall not be planted on cremation lots due to space limitations. No shrub growing within any lot may be removed by a rights holder without notification being provided to the Company. Planting of trees is prohibited.

No planting of shrubs shall be allowed in all future sections of the cemetery, commencing with section "J".

Please refer to Appendix "A" of the By-Laws entitled "Cemetery Plot Planting" for information concerning location and

## CEMETERY BY-LAWS

size of permissible planting areas and a listing of acceptable types of shrubs and flowers. Rose bushes are strictly prohibited.

If any part of any growth situated on any lot may have become detrimental to adjacent lots, drains, roads or walkways or prejudicial to the general appearance of the grounds, or inconvenient to the public, the Company may remove such growth or parts thereof.

**34. Fences, Railings etc. Prohibited.** Concrete borders, wire or plastic fences, railings, walls, rocks, cut stone copings, hedges in and around lots are prohibited. Black rubber landscape edging is recommended and shall not exceed 2 inches in height above ground.

**35. Memorial Wreaths and Saddles.** Memorial wreaths, mounted on tripod stands, are permitted to be placed on lots after November 15<sup>th</sup> each year. The rights holder, or the Company shall remove all such wreaths, by April 15<sup>th</sup> of the following year.

A memorial saddle may be attached to a marker at any time of year and may remain on the marker provided that saddle is properly maintained, within keeping with the current season and not detrimental to the appearance of the cemetery or the memorial.

Artificial flowers are permitted provided they are properly maintained and not detrimental to the appearance of the cemetery. Vases, urns, flower stands and potted plants that are not properly cared for, or are not filled with plants by June 20<sup>th</sup> in any year, may be removed from the lot. Potted plants may not be buried but must remain on top of the ground in suitable containers, not to exceed ten kilograms (twenty-five pounds) in weight.

**36. Seasonal and Other Removal of Plants, Flowers, Decorations etc.** To ensure there is no unauthorized interference with flowers or decorations upon the graves or elsewhere in the cemetery, it is necessary to procure permission before removing flowers or other articles from graves or lots.

Flowerbeds must be cleared of tender plants after the first frost in the fall. Rights holders desiring to recover plants should do so before their removal becomes necessary (usually before October 1st).

Any flowerbed of the previous year that has not been replanted by June 15th may be seeded by the Company and expenses charged to the rights holder(s). By September 15th each year, potted plants or urns placed on a lot by rights holders must be removed or turned upside down and placed as close to the monument base as possible.

**37. Containers and Stands.** Glass containers, articles of glass or pottery, nails, wires, wooden crosses or any other material that may create a hazard to workmen or visitors when neglected are not permitted in the cemetery. Hanging baskets on wrought iron frames or shepherd hooks are not permitted.

**38. Cut Flowers, Plants and Other Mementos.** To ensure neatness and to preserve the beauty of the cemetery the Company shall have supervision of wreaths, flowers, potted plants, baskets of flowers and other removable mementos and objects placed upon graves and lots. When is necessary or desirable to remove such articles the Company shall do so. If the Company considers the article to have any value, the Company shall notify rights holder(s) of the fact, where possible, of the right of recovery of the article within 30 days from the removal. Where no notice can be given the article may be destroyed after 30 days.

**39. Implement and Rubbish Removal.** Implements or materials used in doing any work within the cemetery shall be removed without delay and if this is not done the Company may remove the same and charge any expenses to the rights holder(s). Rubbish is prohibited and shall not be thrown on roads or any part of the grounds. Receptacles are provided at convenient points in each section for all rubbish.

## MEMORIALS

**40. Markers and Monuments.** A marker is defined as any permanent memorial structure that is set flush and level with the ground, and used to mark the location of a burial lot.

A monument is any permanent memorial projecting above the ground installed within the designated space to mark the location of a burial or lot.

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: delivery of monuments and markers, inscriptions, designs, drawings, detailed specifications, proof of all applicable permits, evidence of liability insurance of not less than two million and 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.

All 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. Contractors shall temporarily cease all operations if they are working within 100 metre of a funeral until the conclusion of the service. The Company reserves the right to temporarily cease contractor operations at their sole discretion.

Certain sections of the cemetery are designated for the installation of flat headstone markers only. All other sections may have

## CEMETERY BY-LAWS

either flat headstone markers or upright headstone markers.

**41. Number Of Markers Allowed on a Lot.** Not more than one flat headstone or one upright headstone marker shall be placed on any single lot. On a plot consisting of two adjoining lots on which a marker is centered between the two plots no further headstone shall be permitted.

A flat foot marker or two corner markers may be placed at the foot of all full sized burial plots and shall be placed in such a way that the foot marker faces the head marker. Foot markers and corner markers are not permitted on infant plots or cremation plots.

**42. Marker Material and Finish.** Markers may be of granite or bronze. All bases and markers must be cut level and true and every die stone shall be smoothly finished on all sides, ends and top.

**43. Corner Markers.** Bronze, or granite corner-stones, 0.153 meters (0.5 feet) square, with suitable permanent identification marked thereon, may be placed at the corners of a lot, flush with the ground. Rights owners purchasing such markers must have them installed by Company employees, at the expense of the rights holder(s).

**44. Documents Needed for Placement of Markers and Inscriptions.** Markers and inscriptions purchased through the Company office will provide the rights owner(s) with the necessary documentation. All necessary contracts for cemetery services for placement or marker inscriptions must be authorized by the rights holder(s) and full payment of costs are required before services are supplied. Please see Paragraph 51 for documents needed when purchasing markers or inscriptions from monument dealers.

**45. Marker Size and Location.** The Company reserves the right to determine the maximum size of markers, their number and location on each lot or plot. Flat headstone markers and upright markers must be placed at the centre of the head-end of a lot or plot. On a single lot, one flat footstone marker may be placed at the centre of the lot farthest from the flat headstone or upright marker.

**46. Flat Markers.** The maximum face area of a flat marker placed on a single lot shall be 0.305 x 0.61 meters (12 inches x 24 inches). The maximum face area of a flat marker placed on two or more adjoining lots shall be 0.33 x 0.92 meters (13 inches x 36 inches). An additional 2 inch granite or concrete border is permissible but shall be attached to the marker by the monument dealer upon delivery to the cemetery. All marker installations are subject to a setting fee and installation will be completed by the Company.

**46.A. Markers for Section D (Infant and Children Section).** This Section is restricted to flat markers only and may be of granite or bronze material. The maximum face area on each marker shall be 0.305 x 0.507 meters (12 inches x 20 inches). Please note, additional regulations in Paragraph 46 shall apply.

**46.B. Markers for Section Q.** This Section is restricted to bronze flat markers only. Please note, additional regulations in Paragraph 46 shall apply.

**47. Upright Markers.** Upright markers, excluding the base, shall not exceed the following dimensions, when placed on,

a single lot:	Height: 1.22 meters (4.0 feet) Width: 0.61 meters (2.0 feet) Die Thickness: minimum 0.152 meters (6.0 inches) or maximum 0.203 meters (8.0 inches)
two adjoining lots:	Height: 1.22 meters (4.0 feet) Width: 1.22 meters (4.0 feet) Die (minimum): minimum 0.152 meters (6.0 inches) or maximum 0.203 meters (8.0 inches)
three adjoining lots:	Height: 1.22 meters (4.0 feet) Width: 1.83 meters (6.0 feet) Die (minimum): 0.203 meters (8.0 inches)
four adjoining lots:	Height: 1.22 meters (4.0 feet) Width: 2.44 meters (8.0 feet) Die (minimum): 0.203 meters (8.0 inches)

**48. Bases.** The maximum width of the base is controlled by the number of the lots on which it is installed and shall not exceed 14" in thickness.. A base shall not be closer than 0.08 meters (0.25 feet) from the lot side lines.

Where a base is used, the base shall be of the same material as the die stone. The height of the base shall be a minimum of 0.203 meters (8.0 inches). The top surface of the base must provide a minimum border, outside the base of the die, of 0.08 meters (3.0 inches).

## CEMETERY BY-LAWS

**49. Foundations.** No foundations will be constructed by the Company after October 31st or before May 15th in any year. No flat markers will be received by the Company after October 31<sup>st</sup> or before May 15<sup>th</sup> in any year. Concrete foundations are required for all upright markers and shall be built by the cemetery staff at the expense of the rights holder(s).

The foundation of an upright marker shall be built in the designated space and will be the exact dimensions of the base of the marker. If incorrect dimensions have been given in the application form, the foundation may be removed and rebuilt by the cemetery staff at the expense of the rights holder(s).

**50. Repairs to Markers.** Should any upright marker or other memorial present a risk to public safety because it has become unstable or dilapidated, the Company shall do whatever is necessary to repair, restore, reset, or lay down the marker in order to remove the risk. The extent of the work performed, beyond laying down the marker, will depend on the availability of funds earned from the Care and Maintenance Fund.

**51. Documents Needed for Placement of Markers or Inscriptions.** Monument dealers or other suppliers of markers shall provide a Request for Installation form containing the following information:

- a. The rights holder(s) name(s), address(es) and phone number.
- b. Instructions for the placement of the marker or inscription.
- c. The exact lettering/dates for an inscription
- d. The overall dimensions for a flat marker.
- e. In the case of an upright marker:
  - i. the dimensions of the die
  - ii. the dimensions of the base
  - iii. the overall size of the marker
  - iv. a description of the marker, colour and design
  - v. a statement that the appropriate amount of money for Care and Maintenance, as prescribed in the FBCSA for the size of the marker, has been deposited with the supplier and paid to the Company.
- f. Services required by cemetery staff.
- g. Written permission from the rights holder(s) in the case that the order is placed by someone other than the rights holder(s).

## MAUSOLEUM AND COLUMBARIA

The following by-laws have been adopted by the Company to protect the interests of all crypt and niche rights holders and to preserve the beauty of the mausoleum, columbaria and surrounding grounds.

**52. General By-laws.** All general by-laws of the Company apply to the mausoleum and columbaria in as far as they may be applicable to those structures. No entombment or interment shall be permitted until the interment rights to the crypt or niche and the costs of all services to be provided by the Company are paid in full.

A crypt is defined as an individual compartment in a mausoleum for the entombment of human remains. A niche is defined as an individual compartment in a columbarium for the entombment of cremated human remains.

### 53. Mausoleum By-laws.

- a. Only the cemetery staff may open and seal crypts for entombments. This applies to the inside sealer and the crypt front. Full payment must be made to the Company before the entombment may take place.
- b. To ensure quality control, desired uniformity and standard of workmanship, the Company reserves the right to approve all designs and inscriptions of the crypt fronts.
- c. During committal services, fresh flowers, pedestals, urns, candles, vesper lights or heavy articles shall only be placed in designated areas in the mausoleum. Fresh floral tributes from funeral services may be placed inside or outside the mausoleum but will be removed and disposed of the following day.
- d. Artificial floral memorials only are permitted in the mausoleum on individual crept ledges and may be removed and disposed of by cemetery staff if they become unsightly.

**54. Columbaria By-laws.** The following by-laws apply to both indoor and outdoor columbaria.

## CEMETERY BY-LAWS

Only the cemetery staff may open and seal niches for interments or any other reason as required. This applies to the inside sealer and the niche front. Full payment must be made to the Company before the interment can take place.

- a. The issuance of niche interment rights by the Company conveys the right of interment of cremated remains. The interment right holder(s) have the right to inter cremated remains and the privilege to have a Company approved style of memorialization on the niche. The land, building and or structure remain the property of the Company.
- b. Memorialization in the glass front niches shall be located within the niche and shall be of a style approved by the Company. Samples of approved styles are on display in the cemetery office. Urns shall be of a decorative design. Non-standard urns must have prior approval of the Company.
- c. Memorialization for the marble front niches shall be on the front of the niche and shall be of a uniform size and style, available from the Company and attached by a cemetery staff member.
- d. To maintain a neat and uniform appearance of the niches exterior decoration or ornamentation, including flowers, photographs, wreaths, etc. will be considered an unauthorized installation and will be removed by cemetery staff. Any expense incurred with cleaning or repairing damage will be assessed against the interment right holder(s).
- e. Floral memorials will be permitted during committal services at the niche. They will be removed and disposed of the following day by the cemetery staff.
- f. Each indoor columbaria interment rights holder shall receive a key to the main door of the mausoleum at the time of sale. There will be a fee for replacement of a lost key.

## CREMATORIUM

### 55. Definitions In These By-laws

- a) "body" means the body of a deceased person
- b) "cremated remains" means the recoverable reduced bone fragments after cremation.

**56. Weekends, Statutory and Other Holidays.** No cremation services will be performed on Saturdays or Sundays, Statutory or other designated holidays without the express permission of the Company.

**57. Documents Needed for Cremation.** Identification of the body shall be made prior to the delivery of the body to the crematorium. 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, an Application for Cremation, a coroner's certificate, a burial permit and the requisite fee for cremation.

**58. Caskets or Containers.** A body 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 body to be moved by using a set of rollers. In the interest of safety for our crematorium operators cardboard containers will only be accepted so long as the bottoms of the containers are of a solid wood construction. Once received by the crematorium staff, the casket/container will remain closed unless permission is given by the purchaser or a judge allowing the licensed funeral director to open the casket or container. Under no circumstances will crematorium staff be allowed to open the casket or container. All non-combustible parts on the outside of the casket/container will be removed prior to cremation if possible. 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.

**59. Implanted Medical Devices.** Under the Funeral Burial and Cremation Services Act 2002, of Ontario Regulation 30/11 the crematorium will not cremate a body in which a pacemaker, radioactive implant, thera-seed or other prescribed device is present. Such listed devices that could explode during cremation must be removed by the funeral establishment or transfer service operator, before the body is delivered for cremation. The purchaser of the cremation services will be liable for any damages to the crematorium or injury to the crematorium staff for failure to notify the funeral establishment or transfer service for the removal of such a device.



## **CEMETERY BY-LAWS**

**60. Identification Process During Cremation.** A stainless steel identification tags must be placed with the human remains throughout all stages of the cremation process.

**61. Instructions for Disposition of Cremated Remains.** Cremated remains are placed in an approved container by the crematorium staff without additional charge, or in a container provided by the funeral establishment or transfer service. The container may be left at the crematorium for a period of no longer than sixty days. If after the expiry of such period the Company has not received satisfactory instructions for the disposition of the remains, they will be returned to the applicants' funeral establishment.

**62. Commingling Cremated Remains.** The Company will not, without the written and signed consent of the applicant, commingle the remains of more than one person and where the remains have been commingled separation of the remains for any reason is not possible.

**63. Floral Tributes.** Floral tributes will not be received in the crematorium building but provision will be made for their display on adjoining grounds.

**64. Restricted Access.** Only the crematorium operator(s) shall be allowed access to the crematory area while a cremation is taking place. Access to the crematory area at other times will be restricted to crematory staff, certain officers and directors of the Company and outside service providers, as may be required for proper operation and management of the crematorium.

An inside viewing area is available to the family of the deceased for the purpose of attending and viewing the initial stages of the cremation process. Twelve (12) working hours notice is required if relatives and friends wish to view.

### **BY-LAWS for MONUMENT DEALERS, CONTRACTORS and WORKERS**

**65. Permission to Employ Contractors.** A contractor employed to do any work whatsoever in the cemetery shall first provide the Company the written consent of the rights holder(s) to do the work therein specified. Such consent shall designate the location of the interment rights. Prior to the start of any said work, contractors must provide evidence of liability insurance of not less than two million and have all necessary permits as required by law.

**66. Workers' Conduct and Behaviour.** The conduct and behaviour of all workers employed by others upon cemetery property shall be subject to the control of the Company. Contractors, masons and stone cutters shall lay planks on the lots, plots and paths over which heavy materials are to be moved, to protect those areas from damage. Workers in the immediate vicinity of a funeral shall cease work until the conclusion of the service. Workers will not be allowed to work on the grounds on Sundays or Public Holidays.

**67. Deliveries.** Notice must be given to the cemetery staff before any upright marker is brought into the cemetery. Foundations must be completed and the contractor ready to proceed with erection, before any upright marker is received. Flat markers may be delivered Monday through Thursday during regular business hours.

**If you require further information or clarification on any subject, please contact the Lakeview Cemetery office.**

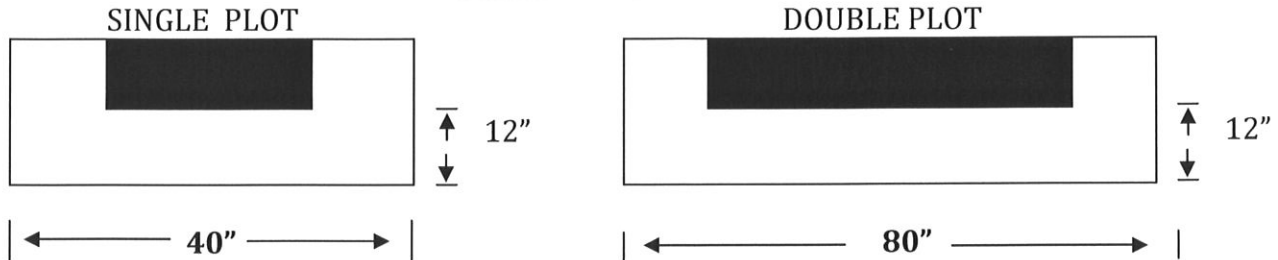
**These By-Laws are subject to periodic revision in accordance to Ministry guidelines.**

## CEMETERY BY-LAWS

### BY-LAW APPENDIX "A"

#### CEMETERY LOT PLANTING

##### STANDARD CEMETERY LOTS



#### PLANTING OF SHRUBS: (in permitted sections only)

- shrubs may be planted on either end of the marker in permitted sections only
- planting behind the memorial or marker is strictly prohibited
- fully matured shrubs must not exceed 3' in height and 18" in diameter
- shrubs will be removed by the cemetery staff if the shrubs exceed these dimensions
- the space allowed can be determined by measuring:
  - single lot: 20" from the center of marker both ways
  - double lot: 40" from the center of marker both ways
- suitable shrubs for planting are as follows:

	<u>SUN</u>	<u>SHADE</u>	<u>PART SUN</u>
Dwarf Alberta Spruce	X		X
Boxwood	X	X	X
Princess Spirea	X		X
Little Giant Globe Cedar	X		X
Blue Chip Juniper	X		X

#### PLANTING OF FLOWERS: (in permitted sections only)

- a space of 12" in front of the marker may be used for the planting of flowers
- annuals are suggested but perennials may be planted as long as the perennial is not a flowering bush.
- rose bushes of any type are strictly prohibited

#### OTHER GUIDELINES:

- planting of shrubs in Section "J" and subsequent developed sections is prohibited
- planting of trees in any section is prohibited
- the following items are prohibited from gravesites: concrete or masonry edging, plastic or wire fencing, chipwood, stone, rocks, shepherd's hooks, glass containers, wooden grave markers and pottery
- all heavy duty edging must have proper approval by the Cemetery and when installed the edging must be no more than 2" above the ground



LAKEVIEW  
Cemetery & Crematorium

By-laws are subject to change, please see the  
office if you have any questions or concerns.