

# The Corporation of The Municipality of South Bruce By-Law 2025-45

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## Being a By-Law to authorize the Operating By-laws of Culross and Teeswater Cemetery

**Whereas** the *Municipal Act, 2001*, s. 9 sets out that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this Act or any other Act.

**And Whereas** the *Municipal Act, 2001* authorizes a municipality to pass by-laws with respect to the matters identified in s. 11(2), subject to the rules set out in s. 11(4).

**And Whereas** section 150 of O. Reg 30/11: General under the *Funeral, Burial and Cremation Services Act, 2002*, authorizes cemetery operators to make by-laws governing the operation of the cemetery and, in particular, governing rights, entitlements and restrictions with respect to interment and scattering rights;

**And Whereas** the Council of the Municipality of South Bruce deem it appropriate to establish Cemetery Operating By-Laws for the Culross and Teeswater Cemetery;

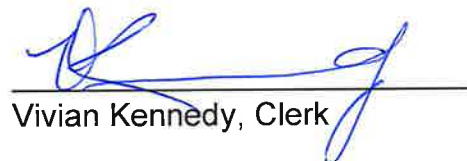
**Now Therefore** the Council of the Corporation of the Municipality of South Bruce **Enacts** the following:

1. That the Mayor and Clerk are hereby authorized to sign and seal this By-Law authorizing the Operating By-laws of Culross and Teeswater Cemetery which by-laws are attached as Schedule A to this by-law.
2. That this by-law repeals and replaces By-law 2016-31 and any previous by-law in regard to the maintenance or operations of the Culross and Teeswater Cemetery.
3. This By-law shall come into force and effect on the day of final passing thereof.

**That this By-Law be Read, Enacted, Signed and Sealed this 10<sup>th</sup> day of June, 2025.**

**By signing this by-law on June 10, 2025, Mayor, Mark Goetz, will not exercise the power to veto this by-law.**

  
Mark Goetz, Mayor

  
Vivian Kennedy, Clerk

Seal.

# **Operating By-Laws of Culross & Teeswater Cemetery**

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**Authorized by By-law #2025-45  
by the Corporation of  
the Municipality of South Bruce**

Adopted by the Board of Directors  
for the  
Culross and Teeswater Cemetery

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## 1 Introduction

### 1.1 By-Laws of the Culross and Teeswater Cemetery

This by-law is presented pursuant to the *Funeral, Burial & Cremation Services Act, 2002* of Ontario. It has been approved by the Board of Directors for the Culross and Teeswater Cemetery, who are responsible for the oversight and administration of the “Culross and Teeswater Cemetery”, on behalf of the owner, the Corporation of the Municipality of South Bruce “Municipality”.

This by-law is intended to provide direction for the maintenance and administration of cemetery operations, and for the benefit and protection of each person who has purchased or otherwise has an interest in interment rights within Culross and Teeswater Cemetery, being part of Lot 19, Concession 5, Culross Township in the Municipality of South Bruce in the County of Bruce.

This by-law constitutes the policy and procedures of the Culross and Teeswater Cemetery, hereinafter simply referred to as “Cemetery”.

## 2 Definitions

**Act** means the *Funeral Burial and Cremation Services Act, 2002* (FBCSA) and all prescribed regulations, as amended.

**Burial** means the opening of a lot and then the placing of human remains or cremated human remains in that lot, followed by closing the lot. The lot may be a grave in the ground, or a niche in a columbarium.

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

**Care and Maintenance Fund** means the fund as required under the Act and O. Reg. 30/11 and 184/12, specifically that a percentage or prescribed amount of the purchase price (excluding tax) of all Interment Rights and set amounts for marker and monument installations, be contributed into the Care and Maintenance Fund. Interest earned from this fund is used to provide care and maintenance of plots, lots, markers, and monuments at the Cemetery.

**Cemetery** means the lands and properties known collectively as the Culross & Teeswater Cemetery, being part of Lot 19, on the Concession 5, in the Municipality of South Bruce, in the County of Bruce, and includes a columbarium on the lands and properties intended for the interment of human remains.

**Cemetery Superintendent** means the person or persons duly authorized on behalf of the Board of Directors for the Culross and Teeswater Cemetery, to conduct the operations of the Cemetery.

**Certificate of Interment Rights** means the certificate issued by the Cemetery to the purchaser of interment rights once the interment rights have been paid in full, identifying ownership of the interment rights.

**Columbarium** means a structure designed for the purpose of interring cremated human remains in niches or compartments.

**Contract** means a written contract between the cemetery operator and the purchaser of interment rights or other cemetery supplies and services. Purchasers shall receive a copy of the signed contract detailing the obligations of both parties and acknowledging 1. Receipt of the cemetery by-laws, 2. A copy of the BAO's publication A Guide to Death Care in Ontario ("Consumer Information Guide") and 3. The operator's current price list.

**Corner Markers** means any stone or other land markers set flush with the surface of the ground and used to indicate the location of a lot or plot.

**Grave** (also known as lot) means any in-ground burial space for the interment of a child, adult or cremated human remains and having a nominal size as follows:

- 97.8 cm (38.5 in) by 243.84 cm (96 in) in the old part and 106.68 cm (42in) x 304.8cm (120 in) in the new part of the Cemetery.
- any other sizes as may have been established by practice in other portions of the cemetery.

**Interment Right:** means the right to require or direct the interment of human remains or cremated human remains in a grave, lot, niche or ossuary and direct the associated memorialization.

**Interment Right Holder:** means a person designated to hold the right to inter human remains in a specified lot.

**Lot** means a single grave space.

**Marker** means any permanent memorial structure - monument, tombstone, plaque, headstone, cornerstone or other structure or ornament affixed to or intended to be affixed to a burial lot, mausoleum crypt, columbarium or other structure or place intended for the deposit of human remains. For this by-law, a/an

- "Upright Marker" shall be understood to mean any permanent memorial projecting more than 10 cm (4 in) above the ground.
- "Marker Die" is the portion of a flat or upright marker which is engraved.
- "Marker Base" is the portion of the upright marker which is below and supports the die and which is itself supported by the foundation.
- "Marker Foundation" is the concrete on which the "Marker Base" sits in an upright marker and is below the die of a flat marker if it is installed.

**Mausoleum** means the Mausoleum in the Culross & Teeswater Cemetery which is an external free-standing building constructed as a "mortuary" for the holding of human remains until final burial takes place.

**Monument** means any permanent memorial projecting above the ground installed within the designated space to mark the location of a burial or lot.

**Mortuary** means a building where human remains are stored in the winter until ground conditions allow for burial.

**Niche** means an individual compartment in a columbarium for the entombment of cremated human remains.

**Ossuary** means an inner granite cavity of the columbarium core.

**Plan** means the geographic sketch or plan of the cemetery, filed with the Bereavement Authority of Ontario (BAO).

**Plinth** means the base or platform upon which a column, pedestal, statue, monument, or structure rests. In the Cemetery, it is usually placed under the "Marker" allowing for further names or information to be recorded at that grave site. Often used to record names of cremated family

members buried in the family plot.

**Public Register** means a listing of interment right(s) holder and location of the lot or niche to which the rights pertain.

**Regulation** means the Ontario Regulation 30/11, made under the *Funeral Burial and Cremation Services Act, 2002* law to govern the operation of cemeteries.

**Resident** means a landowner or a person residing in the Municipality of South Bruce and includes an individual who previously resided in the Municipality of South Bruce but moved away for long-term care purposes.

**Schedule of Fees** means the fees and charges as set out from time to time by the Cemetery Board and approved by the Board of Directors for the Culross and Teeswater Cemetery.

**Transfer:** means to make a gift, bequest, or other transfer of an Interment Right without financial consideration. This transfer can only be done between spouses; to a daughter/son; daughter-in-law/son-in-law or grandchildren. All other parties will be considered a third party, and subject to transfer fees.

### **3 General Information**

The Culross & Teeswater Cemetery Board of Directors is made up of a group of six (6) community minded volunteers, appointed at an annual general meeting and ratified by the council of the Municipality of South Bruce. The Board of Directors operates as a committee of the Council of the Municipality of South Bruce and is responsible for the oversight and administration of the "Culross and Teeswater Cemetery", in accordance with all relevant legislation, on behalf of the owner, the Corporation of the Municipality of South Bruce.

#### **3.1 Hours of Operation**

- Visitation to the cemetery – daylight hours
- Burial Hours: 9:00 am – 4:00 pm Monday to Friday,
  - Exceptions for burials after 4:00 pm, Saturdays, Sundays & Statutory Holiday may be considered and if allowed, special arrangements must be made.
- Office Hours: 8:30 am – 4:30 Monday to Friday, at the South Bruce Municipal Office, #21 Gordon Street East, Teeswater, Ontario.

#### **3.2 General Conduct**

- a. No person may damage, destroy, remove, or deface any property within the Cemetery. The Cemetery Board disclaims all responsibility, and will not be held liable, for any loss or damage from causes beyond its control.
- b. All visitors should conduct themselves in a quiet manner that shall not disturb others or any service being held.

#### **3.3 Burying of Pets**

Pets or Other Animals, including cremated animal remains are not allowed to be buried on cemetery grounds.

#### **3.4 Control**

The Cemetery Board reserves 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 in accordance with the Act.

### **3.5 Protection of Property**

The Cemetery Board shall take reasonable precautions to protect the property of Interment Right Holders but shall assume no liability or responsibility for the loss of, damage to, or any resulting injury from any article of any type that is placed or left on any Lot.

### **3.6 Liability:**

#### **3.6.1 Loss/Damage**

The Cemetery operator will not be held liable for any loss or damage, without limitation (including damage by the elements, Acts of God, or vandals) to any lot, plot, columbarium niche, mausoleum crypt, monument, marker, or other article that has been placed in relation to an interment right save and except for direct loss or damage caused by gross negligence of the cemetery.

#### **3.6.2 Errors**

The Cemetery Board reserves the right, at its cost, to correct any error that may be made by it in making interments, in the description of the Lot, or the transfer or conveyance of any Interment Rights. The Cemetery Board may, at its sole discretion, either cancel such grant and 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 of such purchase. Notice will be given to the Interment Rights Holders by mailing said Notice by prepaid, first class mail to the Rights Holder or their legal representatives, at the last address of the rights holder recorded in the register of the Cemetery. In the event any such error may involve the disinterment of remains, the Cemetery Board shall first obtain the approval of any regulatory authority and the Interment Rights Holder, when possible.

### **3.7 Right to Re-Survey:**

The Cemetery has the right at any time to re-survey, enlarge, alter, re-plot, change or remove plantings, grade, pathways or roads or any part of the cemetery, subject to approval of the appropriate authorities and consent from the Registrar, FBCSA, BAO, where necessary.

### **3.8 Culross and Teeswater Memorial Service – “Decoration Day”:**

The Culross and Teeswater Memorial Service, known as “Decoration Day”, is held annually on the **last Sunday in June**, at the Cemetery, weather permitting. Exception: The years when a major community gathering such as the homecoming reunion is held. During these years the service will be held in conjunction with the community events. The service is to commemorate all who have been interred in the Cemetery.

### **3.9 By Law Amendments:**

- a. The Cemetery shall be governed by these bylaws and all procedures will comply with the *Funeral Burial and Cremation Services Act, 2002* and Ontario Regulation 30/11 and 184/12, which may be amended periodically. All by-laws and by-law amendments are subject to the approval of the Registrar, FBCSA, BAO and do not come into force until approval is received.
- b. By Law amendments shall be:
  - i. Published once in a newspaper with general circulation in the Municipality.
  - ii. Conspicuously posted on a sign at the entrance of the cemetery. and
  - iii. Delivered to each supplier of markers who has delivered a marker to the cemetery during the previous year if the amendment pertains to markers or their installation.
- c. All by-laws and by-law amendments are subject to the approval of the Cemetery Board



of Directors, the Council of the Municipality of South Bruce, and the Registrar of the Bereavement Authority of Ontario (BAO).

### **3.10 Public Register:**

- a. In accordance with Section 110 of Ontario Regulation 30/11, a public register will be available to the public during regular office hours.
- b. To ensure accuracy of the Register, no resale or transfers of any Interment Rights or any interest therein shall be binding upon the Cemetery Board, unless the required payment and documentation has been received and a new certificate of Interment rights has been issued.

## **4 Sale, Cancellation, Resale, and Transfer of Interment Rights**

### **4.1 Sale of Interment Rights:**

- a. Interment Rights may be purchased from the Cemetery Board at the rates, approved by the Cemetery Board of Directors and ratified by the Council of the Municipality of South Bruce, from time to time.
- b. Purchasers of interment rights (when available) acquire only the right to direct the burial of human remains the installation of monuments, markers, and inscriptions, subject to conditions set out in the cemetery by-laws.
- c. No burial, entombment, or installation of any monument, marker, inscription, or memorial is permitted until the interment rights have been paid in full.
- d. An interment rights certificate will be issued to the interment rights holder(s) when payment has been made in full, along with a copy of a signed contract and Consumer Information Guide. A copy of the Cemetery by-law will be offered and can be viewed on the Municipal website ([www.southbruce.ca](http://www.southbruce.ca)) as well.

### **4.2 Cancellation of Interment Rights within 30 Day Cooling-Off period**

- a. A purchaser has the right to cancel an interment rights contract within thirty (30) days of signing the interment rights contract, by providing written notice of the cancellation to the cemetery.
- b. The cemetery operator will refund all monies paid by the purchaser within thirty (30) days from the date of the request for cancellation.
- c. Written notice canceling the interment rights must be given to:

Attention: Secretary  
Culross & Teeswater Cemetery  
P. O. Box 540  
Teeswater, ON N0G 2S0

### **4.3 Cancellation of Interment after the 30-Day Cooling Off Period:**

- a. Upon receiving written notice from the purchaser of the interment rights, the cemetery operator may cancel the contract and issue a refund to the purchaser for the amount paid for the rights less the appropriate amount that is required to be deposited into the Care and Maintenance Fund.
- b. The cemetery will refund the amount due within thirty (30) days of receiving the notice.
- c. If an interment rights certificate has been issued, the certificate must be returned to the Cemetery along with the written notice of cancellation.

- d. If any portion of the interment rights has been exercised, the purchaser, or the interment rights holder are not entitled to cancel the contract or resell the rights.

#### **4.4 Resale or Transfer of Interment Rights after the 30-day cooling off period:**

- a. Unless the interment rights have been exercised, the purchaser has the right to cancel the contract, transfer, or re-sell the interment rights.
- b. Once the interment rights have been paid in full and an interment rights certificate has been issued, the interment rights holder(s), as recorded on the cemetery records, has the right to resell the interment rights.
- c. Any resale of interment rights shall be in accordance with the cemetery bylaws and in keeping with the FBCSA.
- d. If any portion of the interment rights have been exercised, the purchaser or interment rights holder is not entitled to resell the rights.
- e. **All resales or transfers of interment rights (when available) must be carried out through the cemetery operator.**

#### **4.5 Care and Maintenance Fund Contributions:**

- a. As required by Sections 166 and 168 of Regulation 30/11, a percentage or prescribed amount of the purchase price of all interment rights and a prescribed amount for monuments and markers is contributed into a care and maintenance fund.
- b. Income from this fund is used to provide only general care and maintenance of the cemetery.
- c. Contributions to the Care and Maintenance fund are **not** refundable except during the 30-day cooling off period.

#### **4.6 Procedures for Resale or Transfer of interment rights to a third party:**

The Cemetery Operator permits the interment rights holder to sell or transfer their interment rights to a third party before the rights are exercised, at an amount that is no greater than the price of those rights as indicated on the cemetery's approved fee schedule, at the time of resale. Before reselling the rights, the rights holder may first inquire whether the cemetery operator is willing to repurchase the rights at a negotiated price. Any resale or transfer of interment rights must be conducted through the cemetery operator and shall be in accordance with the requirements of the cemetery by-laws and in keeping with the FBCSA and Ontario Regulations.

- a. The interment rights holder(s) intending to sell their rights shall provide the following documents to the cemetery operator:
  - i. An interment rights certificate endorsed by the current rights holder.
  - ii. A written statement of the lots rights available for resale.
  - iii. Other documents as necessary to confirm ownership of the interment rights.
- b. The third-party purchaser will be provided with the following documents by the cemetery operator:
  - i. An interment rights certificate endorsed by the current rights holder.
  - ii. A copy of the cemetery's current by-laws.
  - iii. A copy of the cemetery's current fee schedule.
  - iv. A written statement of the number of lots that have been used in the plot and the number of lots that remain available.

- v. Other documentation that may be available relating to rights.
- c. The cemetery operator will require:
  - i. A statement signed by the current rights holder(s) selling the interment rights acknowledging the sale to the third-party purchaser.
  - ii. Confirmation that the person selling the interment rights is the person registered on the cemetery records or that they have the right to re-sell the rights.
    - 1. In cases of Transfer by Will or bequest, the Cemetery Board reserves the right to require the production of a notarial copy of the Will or Certificate of Appointment of Estate Trustee or other evidence sufficient to prove ownership or authority to deal with the Interment Rights.
  - iii. A date of transfer of the interment rights to the third party.
  - iv. The name and address of the third-party purchaser(s).
  - v. Payment in full of the administration fee required to complete the transfer or re-sale of the rights.
- d. Once the endorsed certificate and all required information has been received, the cemetery operator will issue a new interment rights certificate to the third-party purchaser.
- e. The third-party purchaser shall then be considered the current rights holder of the interment rights associated with the resale or transfer.
- f. The cemetery operator shall charge an administration fee for the issuance of a duplicate certificate including replacements of lost or damaged certificates in accordance with the fee listed on the cemetery operator's approved Schedule of Fees, which may be amended from time to time.

#### **4.7 Abandoned Rights**

Pursuant to the Act, any rights that are sold and not used for interment purposes after a twenty-year period may be considered abandoned. The Cemetery Board may apply to the Registrar for a declaration that the Interment Rights are abandoned after making inquiries and giving reasonable notices to find the Interment Rights Holders or beneficiaries of the original Interment Rights Holder. Upon being satisfied 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 for appeal, the Cemetery Board may resell the Interment Rights.

## **5 Burial of Remains**

### **5.1 Authorization**

Interment rights holder(s) must provide written authorization prior to a burial, , or entombment taking place. Should the interment rights holder be deceased, or unable to provide written authorization, then authorization must be provided, in writing, by the person authorized to act on behalf of the interment rights holder i.e. Estate Trustee, Executor, next of kin, or personal representative.

### **5.2 Documentation**

A burial permit issued by the Registrar General or equivalent document showing that the death has been registered with the province must be provided prior to a burial, or entombment taking place.

### **5.3 Contract**

In accordance with the Act and Regulations, the purchaser of interment or scatter rights must enter into a cemetery contract, providing such information as may be required for the

completion of the contract and the public register prior to a burial, or entombment taking place.

#### **5.4 Payment**

Payment of all fees associated with the burial must be made to the cemetery before a burial can take place.

#### **5.5 Notice**

The cemetery shall be given at least 48 hours advance notice, (16 hours of which must be normal hours of operation). The Cemetery Board is not responsible for having Lots prepared for funerals unless reasonable notice is given.

Every effort will be made to complete a burial/interment on the assigned day and time. If due to inclement weather conditions, health and safety concerns, or conditions beyond the cemetery operator's control, if an interment cannot be made at the scheduled time, the cemetery operator reserves the right to reschedule. The burial/interment shall be completed as soon as possible.

#### **5.6 Opening and Closing**

The opening and closing of graves, and niches may only be conducted by cemetery staff or those designated to work on behalf of the cemetery. The cemetery retains the right of passage over every grave so that the cemetery operations may be performed effectively.

The cemetery reserves the right to temporarily relocate a monument or marker if required to open and close a lot. The cemetery may also temporarily place the removed soil on an adjacent lot while an interment or disinterment is being carried out. The cemetery will make reasonable efforts to restore all lots after the interment or disinterment has been completed.

### **6 Interments**

#### **6.1 Weather and Ground Conditions**

Interments shall take place only if weather and ground conditions permit in the judgment of the Cemetery Superintendent. A cemetery employee or Board member must attend all interments.

#### **6.2 Spring Interments**

Spring interments of remains from the Mausoleum will only be performed during standard Burial Hours – 8:30AM to 4:00 PM Monday to Friday.

#### **6.3 Interments following Winter**

All remains that have been in the Mausoleum during the winter months, when the Cemetery is deemed closed, must be removed, and interred by May 31<sup>st</sup> of the following spring.

#### **6.4 Use of Vaults**

Although vaults are not required, the Cemetery highly recommends that they be used. The Cemetery does not offer double depth interments.

#### **6.5 Burials per Grave site**

- a. Only one (1) casket burial shall be made in any single grave. However, cremated remains may be interred in the grave site on top of a casket vault after the initial burial is completed, provided they are not encased in a vault. Urns of cremated remains placed in a cremation vault may not be able to be placed on top of a casket due to burial depth regulations.

- b. A maximum of four (4) single cremated remains may be added to a single grave site.
- c. Burial of cremated remains in a companion urn will be considered as one opening on the grave site.
  - i. The request for this must be approved by the Cemetery Superintendent and the remains will be delivered together in a companion urn not exceeding the maximum sizes as listed in section 7.7.
  - ii. A surcharge as set out in the approved Schedule of Fees from time to time for the extra paperwork will be assessed to the rights holder.
- d. No casket burial shall be allowed in a grave site that has had cremated remains previously interred in it.

## **6.6 Enclosure of Remains**

- a. Cremated Remains to be buried in a Grave must be enclosed in a container, sealed securely, and of sufficient strength to permit burial with the container remaining intact. The container must be of a standard acceptable size to permit burial within the Lot.
- b. Maximum sizes for cremation burial in the ground will be:
  - i. Length of 15.25" (inches)
  - ii. Width of 15.25" (inches)
  - iii. Height of 19.25" (inches)
- c. This will allow a standard cement, "cremation vault" to be placed in a lot for those wishing to use a vault. Most standard urns used today (either single or companion) will fit into these vaults.
  - i. Urns of cremated remains placed in a cremation vault may not be able to be placed on top of a casket due to burial depth regulations.

## **6.7 Damage**

The Cemetery will exercise all due care in performing burials and interments but is not responsible for damage to any casket, urn or other container sustained during either interment or disinterment.

## **7 Columbarium**

This section applies to any Columbarium in the Culross Teeswater Cemetery.

### **7.1 General rules:**

- a) All general rules and regulations of the operating by-laws of the Culross and Teeswater Cemetery shall apply to the Columbarium as far as the nature of the situation permits.
- b) Landscaping in this area is done exclusively by the Cemetery Owner.
- c) No floral arrangements or personal items are to be attached to or displayed on the Columbarium.
- d) No glass vases, candles or other breakable items shall be placed around the columbarium.
- e) Unless the inurnment has been exercised, transferring or reselling the rights apply as in the Operating By-Laws.
- f) Winter inurnments from November 1 to April 30, to be performed at the discretion of

the Cemetery Chairperson and Superintendent. Surcharges may apply.

- g) Except for at the time of inurnment flowers may not be placed on the ground near the columbarium.

## **7.2 Inurnment**

- a) An official Certificate of Cremation must accompany all cremated remains before inurnment can take place.
- b) The Interment Rights Holder must have the name(s) of the person(s) to be placed in the niche recorded with the Culross and Teeswater Cemetery.
- c) The Interment Rights Holder or a person authorized to act on the holder's behalf, has the right to provide permission for the inurnment to occur.
- d) Payment must be made to the cemetery operator before an interment may take place

## **7.3 Niches**

- a) Each niche in the columbarium sized 12.5" x 12.5" x 14" will allow for the inurnment of two (2) urns. Urns must be sized to accommodate the interior niche space.
- b) Each niche in the columbarium sized 12.5" x 12.5" x 18" will allow for the inurnment of three (3) urns. Urns must be sized to accommodate the interior niche space. Only the Cemetery Superintendent may open and seal niches for interments. This applies to the inside sealer and the niche front.
- c) No person other than cemetery staff or persons under the direction of cemetery staff shall remove or alter niche fronts.
- d) A prescribed amount or percentage of the purchase price of each niche purchased is put towards the Care and Maintenance Fund.
- e) To ensure quality control, desired uniformity and standard of workmanship, the cemetery reserves the right to inscribe all niche fronts or install all lettering, vases, adornments, or any other approved attachment.
- f) Engraving:
  - o All inscriptions will be uniform in style and font with no added pictures or design. Niche engraving will be performed exclusively by Skelton Memorials Inc., in Walkerton, Ontario. Engraving arrangements through Skelton Memorials Inc. and the cost are the responsibility of the niche purchaser.

## **7.4 Ossuary**

- a) The cremated remains must be placed in a soft cloth urn.
- b) The cremated remains will be placed in Niche C-2 (Ossuary niche)
- c) There will be no identifiable engraving on the Ossuary niche door.
- d) A plaque, which may be purchased, will be placed on the memory wall of the columbarium, with the inter's name.

# **8 Disinterments**

## **8.1 Rules**

- a. Human remains may be disinterred from a lot provided that the written consent (authorization) of the interment rights holder has been received by the cemetery operator and the prior notification of the medical officer of health.

- b. A certificate from the local medical officer of health must be provided to the cemetery before the removal of casketed human remains may take place.
  - i. A certificate from the local medical officer of health is not required for the removal of cremated remains.
- c. A burial certificate under the Vital Statistics Act is not required to re-inter human remains that have been disinterred in accordance with the Act and regulations.
- d. Any disinterment shall be in accordance with the Act and its regulations.
- e. In special circumstances, the removal of human remains may also be ordered by certain public officials without the consent of the interment rights holder and/or next of kin(s).
- f. Disinterments from the ossuary is not available.
- g. The cemetery is not responsible for damage to any casket, urn, container or vault which may occur during a disinterment. Additionally, due to the length of time that a casket, urn, container or vault has been interred and the conditions to which it has been exposed, the cemetery cannot guarantee that it can retrieve the complete casket, urn, container or vault interred in the cemetery. Should a new casket, urn or container be required at the time of disinterment, it shall be at the expense of the party authorizing the disinterment. Additionally, the cemetery operator has the right to request that a licensed funeral director be present for the disinterment at the expense of the party authorizing the disinterment.

## **9 Extra charges**

Extra charges shall be applied in accordance with the approved Schedule of Fees, for:

- a. Disinterments
- b. Burials after 4:00 pm
- c. Winter, Sunday, or Statutory Holiday burials
- d. Mausoleum Rent
- e. Administration Fee for Re-issue of Interment Rights Certificate
- f. Administration Fee for the burial of a second cremated remains within one opening, or in a companion urn, or within a casket.

## **10 Memorialization – General Information**

### **10.1 Payment**

No monument or other structure shall be erected or permitted on a Lot until all charges have been paid in full.

### **10.2 Responsibility for Memorials**

Interment Rights Holders are required to keep in proper repair, at their own cost and to the satisfaction of the Cemetery Superintendent, all Markers upon Lots with Interment Rights purchased prior to 1955. The Cemetery operator will take reasonable precaution to protect the property of Interment Rights Holders, but it assumes no liability for the loss of, or damage to, any Marker, or part thereof, except where such damage or loss is due to the negligence of the Cemetery employees.

### **10.3 Scraping**

Minor scraping of the base portion of a Marker due to the grass mowing or trimming operation

is considered by the Cemetery Board to be normal wear.

#### **10.4 Size**

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 it would interfere with any future interments.

#### **10.5 Alteration**

No monument, foot stone, marker or memorial of any kind shall be placed, moved, altered, or removed without permission from the Cemetery Superintendent. Markers are to be made of stone, marble or other permanent material as approved by the Cemetery Superintendent.

#### **10.6 Delivery and Installation**

- a. Markers for installation will be accepted at the Cemetery during normal hours of operation.
- b. Markers will not be accepted from any monument dealer for storage during the winter months. Markers not accepted by the Cemetery operator for storage or immediate installation remain on cemetery property at the risk of the person ordering the Marker.
- c. Marker installation will be completed between April 30 and November 1 only.

#### **10.7 Candle Holders and Vases**

Candle holders and vases may constitute part of a Headstone Marker 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. Candle holders are included in determining the overall size of the Marker; A maximum of two candles or vases may be placed on the base of a monument and must be centred on the ends of the base; A candle holder must be adequately drained to prevent any collection of water and candle holders must be fully enclosed on all sides by a door or lid.

#### **10.8 Photographs**

All photographs attached to any memorials or placed within the Cemetery grounds shall be the sole responsibility of the owner.

#### **10.9 Inscriptions**

No inscription or design will be placed on any Marker that is not in keeping with the dignity and decorum of the Cemetery. In case of dispute, the Cemetery Board's ruling is final.

#### **10.10 Delivery Notice**

No marker shall be delivered to the Cemetery without informing the Cemetery Superintendent at least two days prior to the delivery. A mutually agreed to time for delivery must be made between the Cemetery Superintendent and the marker company employee.

#### **10.11 Payment to Care and Maintenance Fund**

Every person installing a Marker or requesting a Marker to be installed in the Cemetery, shall pay the prescribed amount, as set out in the Act pursuant to the Act and Regulations, to the Care and Maintenance Fund. The interest earned from the Fund will be used to maintain the Markers in a safe condition.

#### **10.12 Public Safety**

If in the sole opinion of the Cemetery Superintendent, a Marker in the Cemetery presents a risk to public safety for whatever reason, the Cemetery Superintendent shall do whatever is necessary by way of repairing, resetting, or laying down the Marker to reduce or remove the risk.



### **10.13 Upright Markers**

- a. The maximum size of Upright Markers allowed on a grave plot is:
  - Single grave maximum width—61cm (24in)
  - Two graves maximum width—122cm (48in)
  - Four graves side by side maximum width—152cm (60in)
  - Four graves back-to-back maximum width—122 cm (48in)
  - Maximum height of any Upright Marker—122cm (48in)
- b. If the upright marker and marker base are accumulatively higher than 122cm (48in) all stones must be pinned to the foundation base for safety reasons.
- c. The maximum width of a base is controlled by the width of the plot or Lot where it will be installed. No base shall be closer than 20 cm (8 in) to the sides of the Lot on which it is to be installed in order to facilitate the placement of corner markers. No base shall be less than 35 cm (14 in) in width.
- d. The minimum thickness of a “marker die” shall be 15.24 cm (6 in).
- e. The die stones must be installed on a granite base. The height of the base shall be a minimum of 20 cm (8 in). The top surface of the base must be both wider and longer than the die in order to provide a minimum border of 5.08 cm (2 in) of the surface of the base exposed on all sides.
- f. All foundations for Upright Markers shall be installed by the Cemetery Superintendent only and are at the expense of the Interment Rights Holder. Charges for the foundation cost are set, in the Schedule of Fees.
- g. Foundations shall be no less than 122 cm (48 in) deep and shall extend 5 cm (2 in) on each side from the Marker base. All foundations shall be constructed between April 30 and November 1 only.

### **10.14 Flat Markers**

- a. Flat Markers and markers classified as “Pillow Markers”, must be placed on a Marker Foundation.
- b. Other considerations governing marker installation are at the discretion of the Cemetery Superintendent. Some of these are, but not limited to, size, and quantity restrictions, as well as lot condition and location within the Cemetery,
- c. Size limits are:
  - single lot 61 cm x 91 cm (24 in by 36 in)
  - double lot 91 cm x 122 cm (36 in x 48 in)
  - infant lot 30 cm x 45 cm (12 in x 18 in)
  - cremation marker 30 cm x 45 cm (12 in x 18 in)
  - foot marker 30 cm x 45 cm (12 in x 18 in)
- d. One Foot Marker may be placed at each grave in addition to the headstone. The Marker shall be placed at the foot of the Grave.
  - i. Foot markers are to be flat on top, not set in concrete and installed level with the ground so a lawnmower can pass safely over them.
  - ii. Foot Markers shall be set by the Cemetery, at the expense of the Interment Rights Holder, on payment of the fee set in the Schedule of Fees.
  - iii. The expenses for upkeep and resetting of the foot marker is the responsibility of the

family.

- e. It should be noted that any flat marker that is on the ground is subject to several problems. Some of these are:
  - i. the marker will sink and eventually they will go out of sight and be of no use.
  - ii. When set on the ground they are traveled over for general maintenance in the Cemetery, which exposes the marker to be chipped by the lawn mower if the ground makes the marker uneven.
  - iii. The marker may also be heaved, and it may crack when driven over by Cemetery Equipment.
- f. The minimum thickness for all Flat Markers including Foot Markers is 10 cm (4 in).
- g. All Markers shall be constructed of bronze, granite, or marble. The bottom bed of all bases and Markers shall be cut level and true.
- h. Corner Markers, if requested, shall be set by the Cemetery Superintendent.

## **11 Care & Planting**

### **11.1 Care of Lots - General Information**

- a. The grounds of the Cemetery shall be maintained by the Cemetery Superintendent to ensure the safety of the public and preserve the dignity of the Cemetery.
- b. No person or contractor shall perform any installation or maintenance work upon a Lot without the knowledge and permission of the Cemetery Superintendent.
- c. Interment Rights Holders desiring outside contractors or third parties to do work on a Lot must furnish the Cemetery with written authority and instruction for any third-party activities. No person shall enter the Cemetery for these purposes without permission of the Cemetery Superintendent.
- d. Due to hazards to visitors and workmen, no glass or ceramic containers of any kind are allowed in the Cemetery at any time.
- e. The installation of borders, fences, railings, walls, or hedges in or around any Lot is prohibited. Items including, but not limited to nails, wires, wooden crosses, toys, loose stones, articles of glass, pottery or any other material shall not be used. Anything that may create a hazard to visitors and workers shall not be allowed in the Cemetery and may be removed without notice by the Cemetery Superintendent if so found.
- f. No Interment Rights Holder shall change the grading of any Lot, and in case of any such change, the Cemetery Superintendent may restore the Lot to its original grade at the expense of the Interment Rights Holder.
- g. No unauthorized person shall sod or move corner markers or Grave Markers.
- h. Implements or materials used in doing any work within the Cemetery shall not be left unattended and may be removed by the Cemetery Superintendent if so found.

### **11.2 Flowers, Shrubs, Trees**

- a. Maintenance of any plant material growing on a Lot is the responsibility of the Interment Rights Holder.
- b. Subject to paragraph (c), compact 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 Cemetery Board. No trees or shrubs growing within any lot

may be removed without the consent of the Cemetery Board.

- c. Compact shrubs are permitted only on Lots having a minimum of 45.72 cm (18 in) of space between the edge of the Marker and the Lot boundary. The diameter of such shrubs at their widest point, including all foliage, shall at no time exceed 45.72 cm (18 in) or encroach upon adjacent Lots. The Cemetery Board must approve all plantings.
- d. Anyone wishing to have a memorial tree planted in the Cemetery must have approval of the Cemetery Board. Variety, size, and availability of planting sites will all be considered before permission to plant is granted.
- e. If any trees or shrubs situated in any Lot have become by means of their roots or branches or 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 performance of any interment, the Cemetery may without notice or liability trim or remove such trees, shrubs or parts thereof at the expense of the Interment Rights Holder.
- f. Flowerbeds shall not be permitted to be established within the Cemetery.
- g. 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 reason that deems such removals to preserve the dignity of the cemetery or to be in the Cemetery's best interest.
- h. Artificial flowers are permitted provided they are placed in spiked containers placed immediately adjacent to the headstone and properly maintained and not detrimental to the general maintenance of the Cemetery. No decorations are permitted at the Foot Marker.
- i. Vases, urns, and flower stands not properly cared for and not filled with plants by June 30 in any year may be removed from the Lot, and any stand, holder, vase, or other receptacle for flowers, deemed unsightly or unsuitable may be prohibited or removed by the Cemetery Superintendent.
- j. Potted plants and planters are permitted but must be placed immediately adjacent to the marker. Those who place potted plants or urns are responsible for their upkeep and must remove them by September 30, failing which the Cemetery Superintendent will have them removed.
- k. Artificial wreaths without glass or plastic covers are allowed to be placed on the Lot after April 1, provided they are securely fastened to the monument, or where there is no monument, mounted on an appropriate stand securely anchored to the ground. All wreaths must be removed prior to October 30 each year. After October 30, the Cemetery Superintendent will have them removed.
- l. Solar Lights placed near the marker must be maintained and kept in good physical and operational condition. Units that fall into disrepair, or become weathered and cracked, will be removed by the Cemetery Superintendent.

## **12 Rules for Visitors**

- a. Visitors are welcome at the Cemetery daily during daylight hours and are asked to remember the respect due to the interred.
- b. The Cemetery staff is empowered and required to preserve order and decorum in the Cemetery.
- c. Normal hours of operation for the Cemetery are Monday to Friday, between 9:00 A.M. and 4:00 P.M., except for Statutory Holidays.

- d. **Note:** Journalists, reporters, photographers, videographers, and other members of any of the news media are not permitted upon Cemetery property during any funeral proceeding, except with the express permission of the Estate Trustees.
- e. Any person disturbing the quiet and good order of the Cemetery by noise or other improper conduct or who violates this by-law may be expelled from the grounds.
- f. Vehicles within the Cemetery shall be driven so as not to exceed a speed of 10 km/hr and shall not leave the roadways or park on the grass unless directed to do so by Cemetery staff.
- g. No parades other than funeral processions shall be admitted to or be organized within the Cemetery.
- h. No recreational all terrain vehicles or snowmobiles are allowed in the Cemetery.
- i. Any person who, while in the Cemetery, damages or moves any turf, tree, plant, Marker, fence, structure, or other thing usually erected, planted, or placed in the Cemetery is liable to the Municipality of South Bruce and any Interment Rights Holder who, as a result, incurs damage. The amount/number 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.
- j. No dogs or other pets shall be allowed in the Cemetery, except **Certified Service Dogs / Animals** required for assistance to a handicapped person.
- k. 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 rubbish, weeds, decayed flowers, plants, etc.
- l. No tips or gratuities are to be given to Cemetery workers by visitors or Interment Rights Holders, nor shall any Cemetery worker accept any.
- m. The Cemetery Superintendent may have any article removed that 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. Any article removed will be held at the Cemetery for collection. If not collected, it will be disposed of after thirty days.

## **13 Rules for Monument Dealers, Contractors, and Workers**

### **13.1 Delivery**

No Upright Marker shall be delivered to the Cemetery until:

- a. the Monument Dealer has notified the Cemetery Superintendent;
- b. the marker foundation is complete or a temporary board is placed until the foundation is completed; and
- c. the monument supplier is ready to proceed with the placement of the marker on the marker foundation.

### **13.2 Worker and liability insurance**

All companies, who do work in the Cemetery, shall meet the obligations of the Municipality's purchasing agreement, including requirements for worker and liability insurance coverage.

Contractors shall be under the supervision of the Cemetery Superintendent and their conduct shall be subject to the control of the Cemetery Superintendent. Contractors shall cease all work at the Cemetery Superintendent's order for any reason and shall normally only supply

services during the normal hours of operation.

### **13.3 Damage**

No contractor or supplier of services shall cause damage to roadway or turf areas within the Cemetery and shall be responsible for placing planks or plywood in order to protect the surface from damage. Costs for reparation will be at the expense of the contractor, worker, or supplier.

### **13.4 Implements and Materials**

All implements and materials used in the performance of any work shall be placed as directed by the Cemetery Superintendent, and all rubbish and surplus earth shall be removed when, and to where, and in such manner as the Cemetery Superintendent may direct. In the event the Cemetery Superintendent's directives are not followed, the obstructions may be removed at the contractor's, worker's, or supplier's expense.

### **13.5 Arrangements**

If any person or company desires to set an Upright or Flat Marker, they must make arrangements as to time of installation with the Cemetery Superintendent. An employee of the Cemetery Board must supervise all work, and the installer shall pay to the Cemetery Board the prescribed installation fee as established in the Schedule of Fees.

## **14 Gifts to the Cemetery**

- a. The Cemetery Board gratefully accepts monetary donations to which a tax receipt is given.
- b. Donations of trees and structural gifts, such as benches, birdbaths, and sundials, as donations or elements in a donated area, must be approved by the Cemetery Board, and become the property of the Cemetery. They cannot be removed, painted, or adjusted in any way or form by individuals. They are located at the approval of the Cemetery Board, although every effort is made to accommodate the request of the donor. The donation is recognized for the lifetime of the plant or item.