

# Bylaws for the Warner Cemetery (Methodist Episcopal Church), Niagara-on-the-Lake, Ontario

## Forward

This booklet contains the Bylaws of the Warner Cemetery (Methodist Episcopal Church) (hereinafter referred to as "Cemetery"). They have been approved by the Registrar, Ontario Ministry of Consumer Services, Cemeteries Regulation Unit.

The Warner Cemetery established in 1801 originally part of a 1-acre lot along with the first church, and for many years maintaining the greatest congregation from Prince Edward County to Detroit.

The Cemetery is historic in nature and is the final resting place for many of Niagara's early settlers, United Empire Loyalist and their descendants ever since. The back section is closed to new interments and has been designated as an Historical Site by the Archeological and Historic Sites Board of Ontario. The front section is still in use and contains a limited number of plots available for purchase of interment rights. Given the historical nature of the Warner Cemetery and the limited number of available plots, it is expected that the sale of these rights will be reserved for those with a connection to or an interest in the ongoing viability of the site.

Over the years the Cemetery Property has diminished in size most due the demands of an ever expanding population. In 1981 the Provincial Government expropriated part of the land to facilitate the widening of the Queen Elizabeth Way Highway.

The Cemetery is a not for profit charitable organization operated for the benefit of the Interment Rights Holders. All moneys are used exclusively for the maintenance, and improvement of the cemetery. The Cemetery is not owned and/or operated by the Town of Niagara-on-the-Lake and does not receive any subsidies from the town, municipality or any Government entity.

The operation and administration is governed by a board of directors who are elected annually by the membership and give their time and services without remuneration. All Interment Rights Holders and members of the organization have the right to attend the annual meeting and vote.

Management earnestly request that Interment Rights Holders, members and visitors observe the rules and regulations contained in this booklet.

The Warner Cemetery (Methodist Episcopal Church) accepts donations for the benefit of improvement to the cemetery grounds and operations. Donations may be submitted online, by mail or by testate. All donations are tax deductible and a receipt shall be issued.

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## Glossary of Terms

**Burial:** The opening and closing of a Lot or Grave (in ground) for human remains or cremated human remains (including the scattering of cremated human remains).

**Bylaws:** The rules and regulations under which the Cemetery operates.

**Care and Maintenance Fund:** All Interment Rights are sold in perpetuity. As a requirement under provincial legislation, a portion of the purchase price of each Interment Right, and the prescribed amount payable upon installation of Monuments and Markers is contributed into an irrevocable trust fund – The Care and Maintenance Fund. Income from the Care and Maintenance Fund is used to provide general care and maintenance of the Cemetery.

**Corner Posts:** Shall mean any stone or other land marker set flush with the surface of the ground and used to indicate the location of a grave or lot.

**Grave:** Any Interment Right (cremation, child, or adult) which permits a Marker to be set flush and level with the ground in the Marker Space, or attached to an adjacent feature wall as defined in the Interment Rights Certificate. (Also refer to Lot definition.)

**Interment Right:** The right to require or direct the burial of human remains or cremated human remains in a Grave or Lot

**Interment Rights Certificate:** A document, issued by the Cemetery once Interment Rights have been paid in full, specifying the ownership of the Interment Rights, memorialization options and planting restrictions.

**Interment Rights Holder:** A person, firm, or corporation holding the right to direct the Burial or Removal of human remains, cremated human remains, and associated memorialization in an Interment Right as registered in the Cemetery records.

**Lot:** Any Interment Right (cremation, child, or adult) which permits the installation of a Monument in the Monument Space. (Also refer to Grave definition)

**Marker:** A memorial constructed of bronze or stone, set flush and level with the ground in the Marker Space, except where attached to the feature wall adjacent to the Grave.

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

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

**Monument:** An upright (above-ground) memorial, installed within the designated Monument Space of a Lot(s).

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

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

**Monument Foundation:** The in-ground concrete foundation, constructed to support the Monument Base, a minimum of 137 cm (4 ft. 6 in.) in depth.

**Monument Space:** That portion of the Lot(s) designated to contain the Monument and planting area.

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**Purchaser:** The individual purchasing the Interment or Scattering Right, products or services. The Purchaser does not hold or maintain the right to direct Burials or memorialization unless they are registered as the Interment Rights Holder(s) and are so named on the Interment Rights Certificate.

**Removal:** The Removal of human remains, including cremated human remains, from a closed or sealed Grave, or Lot.

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## 1. General Information

### 1.1 Hours of Operation

**Cemetery Grounds Visitation Hours:** Interment Rights Holders and the general public can visit the Cemetery grounds during daylight hours. The Cemetery does not maintain an office although contact information is displayed at the entrance.

Exceptions will be posted at cemetery entrances.

**Burial Hours:** Burials will be carried out between the hours of 9:00 am and 3:30 pm Monday through Friday (excluding statutory holidays). Additional service charges will apply for burials arriving at the Cemetery after 3:30 pm and on Saturdays.

**1.2 Private Property:** Warner Cemetery (Methodist Episcopal Church) is privately owned land. Interment Rights Holders and public visitors may enjoy the use of the Cemetery at their own risk and shall be governed by the following:

- **Damage to Property:** No one may damage, destroy, remove or deface any property in or belonging to the Cemetery;
- **Vehicles:** No vehicles are allowed within the Cemetery grounds with the exception of vehicles required for Burial purposes.
- **Improper Conduct:** In the sole opinion of the Cemetery, any person whose actions, conduct, behaviour, or attire disturbs the decorum of the Cemetery, or who violates these Bylaws may be required to leave the Cemetery grounds;
- **Pets** must be in the control of their owners. Dogs must be kept on a lead at all times and owners are responsible to clean up after their pets;
- **Special Events:** Special Events are permitted with the prior approval of the Cemetery;
- **Soliciting:** Canvassing, soliciting, advertising or distributing business cards in the Cemetery is prohibited, as is the placing or displaying of any manufacturer's, monument dealer's, or quarry's name, insignia or trademark in any form;
- **Photographing, Filming, or Video-Taping:** Photographing, filming, or video-taping of any part of the Cemetery may only take place with the prior approval of the Cemetery.

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

The Cemetery only assumes liability if, during the course of performing routine cemetery operations, the Cemetery or its employees should cause damage to any Grave, Lot, Monument, or Marker. The liability shall be limited to the extent of the damage caused, and the Cemetery shall make a reasonable effort to correct the damage.

The Cemetery is not responsible for loss or damage from any causes beyond its reasonable control, whether the damage or loss be direct or collateral.

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

- Provincial legislation requires all Ontario cemeteries to maintain a public register that is available to the public during regular office hours.

**1.5 Changes in Bylaws:** The Cemetery may, from time to time, change the Bylaws in order to best serve the interests of its cemeteries and the Interment Rights Holders. Public notice indicating pending changes will be posted at the entrance to the Cemetery and placed in a local newspaper. All changes to the Bylaws are subject to the approval of The Bereavement Authority of Ontario.

**1.6 Right to Resurvey:** The Cemetery expressly reserves the following rights and privileges to be exercised from time to time in accordance with any governing Provincial legislation in effect at the time;

- To resurvey, enlarge, construct a building or structure, alter, and/or diminish all or any portion of the Cemetery;
- To lay out, establish, close, eliminate, or otherwise modify or change the location of roads, walks, or drives;
- To create or remove easements and rights of way over and through all of the Cemetery premises for the purpose of installing, maintaining, or operating utility or communication lines, drains, irrigation systems, or for any other cemetery purpose provided that no burials or sale of Interment Rights have taken place in these areas;
- No easement or right of interment is granted to any Interment Rights Holder in any road, drive or walk within the Cemetery, but such road, drive or walk may be used as a means of access to the Cemetery as long as the Cemetery devotes such road, drive or walk to that purpose.

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## 2. Sale and Transfer of Interment Rights

**2.1 Ownership of Interment Rights:** Ownership of all Cemetery lands remains vested with the Warner Cemetery (Methodist Episcopal Church) at all times. Purchasers of Interment Rights acquire only the right and privilege to direct the burial of human remains, and the installation of monuments, markers and inscriptions, subject to Cemetery Bylaws. Until payment is made in full no burial, monument, marker, inscription, or memorialization is permitted. An Interment Rights Certificate is issued to the Interment Rights Holder(s) when payment in full is made.

**2.2 Cancellation of Interment Rights Within 30 Days:** Within thirty (30) days of signing the Rights Contract, the Purchaser may cancel the contract by providing written notice of cancellation to the Cemetery office in accordance with the Cemetery Bylaws.

Once payment for the Interment Rights has been made in full and an Interment Rights Certificate has been issued, the Purchaser relinquishes their right to cancel the contract, and the Interment Rights Holder(s), as recorded on the cemetery records, may provide written notice of cancellation to the Cemetery office in accordance with the Cemetery Bylaws.

Upon receiving written notice from the Purchaser or the Interment Rights Holder(s), the Cemetery will cancel the contract and issue a refund to the Purchaser or Interment or Rights Holder(s) for the full amount paid to the time of cancellation, within thirty (30) days of receiving said notice. If the Interment Rights Certificate has been issued to the Interment Rights Holder(s), the Certificate will be returned to the Cemetery along with the written notice of cancellation.

**2.3 Resale of Interment Rights after 30 Days:** Until the Interment Right has been paid in full the Purchaser retains the rights to cancel the Contract.

The resale of Interment Rights by the purchaser is prohibited. They must be sold back to the Corporation at the original face value, minus the amount paid into the care and maintenance fund in relation to those rights and a 15% administration fee as in accordance with the requirements under the Funeral Burial and Cremation Services Act, Ontario Regulations, and the Cemetery Bylaws.

**2.4 Resale of an Interment Right If Utilized:** The Purchaser, or the Interment Rights Holder(s) are not entitled to resell an Interment Right if any portion of the Interment Right has been utilized.

**2.5 Subdivision of an Interment Right:** Interment Rights Holder(s) are not entitled to subdivide an Interment Right.

**2.6 Care and Maintenance Fund:** As a requirement under provincial legislation, a portion of the purchase price of all Interment Rights, a portion of the cremated remains scattering fee, and a prescribed amount for monuments and markers is contributed into an irrevocable fund – Care and Maintenance Fund. Income is used to provide general care and maintenance of the Cemetery. Contributions to the Care and Maintenance Fund are not refundable.

**2.7 Arrears:** Any Interment to be made on a plot may only occur after the Interment Rights have been paid in full and any arrears associated with them are paid in full.

**2.8 Information and Documentation Required to Transfer a Non-Utilized Interment Rights:** The following information and documentation is required to be filed with the Cemetery before an Interment Rights Holder(s) is entitled to transfer a non-utilized Interment Right to a third party transferee;

- a) The Rights Holder'(s) Endorsement of Transfer on the back of the original Interment Rights Certificate is required to be completed in full, or;

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- b) If the Interment Rights Certificate does not contain a Rights Holder(s) Endorsement of Transfer on the back of the original Interment Rights Certificate, the Rights Holder(s) are required to obtain a Rights Holder(s) Endorsement of Transfer document from the Cemetery;
- c) The Rights Holder(s) registered on the Cemetery records will sign the Endorsement of Transfer document confirming their intention to transfer their right, title and interest in the Interment Rights to the third party transferee. The Rights Holder(s) will also certify that the Interment Rights are not being transferred to a third party transferee for no fee or value;
  - a. The Rights Holder(s) must confirm to the third party transferee that they have paid the Cemetery an administration fee (as listed on the Cemetery Price List in effect at the time of sale or transfer) to complete the transfer of the Interment Rights;
  - b. The existing Rights Holder(s) must provide a copy of the current Cemetery Bylaws to the third party transferee and explain the third party transferee's rights for the Interment Rights to the third party transferee, as outlined in the Cemetery Bylaws;
- d) The third party transferee must complete and sign the Acknowledgement of Transferee(s) section of the Endorsement of Transfer document, providing the transferees name, address, and contact information;
  - a. confirm they have received a copy of the current Cemetery Bylaws;
  - b. acknowledge the number of graves that remain available;
  - c. indemnify the Cemetery of any misrepresentation by the Interment Rights Holder(s)
- e) Once the third party transferee has signed the Endorsement document, the completed document, along with the original Interment Rights Certificate will be returned to the Cemetery. Should the Interment Rights Holder not be able to locate the original Interment Rights Certificate the Cemetery office may issue a duplicate Interment Rights Certificate. The Cemetery may charge an administration fee for the issuance of a duplicate certificate in accordance with the price listed on the current Cemetery Price List.
- f) The completed Endorsement of Transfer document will then be returned to the Cemetery for registration. The Cemetery will;
  - a. Review the completed Endorsement document to ensure all information has been completed in full. If the Endorsement certificate has been completed in full, the Cemetery will;
    - i. Register the transfer on the Cemetery records;
    - ii. Provide the Interment Rights Holder(s) selling the Interment Rights with a copy of the completed Endorsement document;
    - iii. Provide the third party transferee(s) with a copy of the completed Endorsement document;
    - iv. Issue a new Interment Rights Certificate to the third party transferee(s).
- g) Following completion of the documentation and procedures listed above, and the issuance of the new Interment Rights Certificate, the third party transferee(s) shall be considered the current Interment Rights Holder(s) of the Interment Rights, and the resale or transfer of the Interment Rights shall be considered final in accordance with the Funeral Burial and Cremation Services Act, Ontario Regulation (30/11), and the Cemetery Bylaws.

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## 3. Burials

### 3.1 Authorization, Information and Documents Required for a Burial:

1. **Written Permission of Interment Rights Holder:** Interment Rights Holder(s) may be required to contact Cemetery personnel and provide written direction and authorization prior to a Burial, taking place. Should the Interment Rights Holder be the deceased, direction must be provided in writing by the next of kin or estate executor.
2. **Proof of Registration of Death:** A Burial permit issued by the Registrar General or equivalent document showing that the death has been registered must be provided to the Cemetery on the day of the Burial. A Certificate of Cremation must be submitted to the Cemetery before a Burial of cremated remains may take place.
3. **Information Required:** For each Burial, the Purchaser or Rights Holder must enter into a Cemetery Sales Contract, providing such information as may be required by the Cemetery for the completion of the Sales Contract, and the public register, in accordance with provincial legislation.
4. **Payment:** Payment must be made to the Cemetery before a Burial may take place.
5. **Authorization of Social Services Agency:** Written instruction from a social services administrator must be submitted to the Cemetery office before a Burial assisted by a Social Services Agency may take place.

**3.2 Notice Required:** The Cemetery office shall be given at least twenty-four business hours of notice for each Burial.

**3.3 Opening and Closing of Interment Rights:** Graves and Lots shall be opened and closed only by the Cemetery.

To ensure safe conditions are maintained at all times, families wishing to witness the closing of a Lot or Grave shall remain a minimum of 10 metres (30 ft.) from the open Grave.

Every effort will be made to complete a burial on the assigned day and time. If due to inclement weather conditions, health and safety concerns, or conditions beyond the Cemetery's control, a burial cannot be made at the scheduled time, the Cemetery reserves the right to have the burial completed as soon as possible at a later time

The Cemetery retains the right of passage over every Lot or Grave so that cemetery operations may be performed effectively.

The Cemetery retains the right to temporarily relocate a monument or marker so that cemetery operations involving the opening and closing of a Lot or Grave may be performed.

The opening of a Lot or Grave for burial necessitates the temporary mounding of earth on adjacent Graves. The Cemetery reserves the right to determine the location for the temporary mound and will make reasonable efforts to restore adjacent Graves to their original condition as soon as possible following the closing of the Grave.

Funeral flowers, delivered to the Cemetery at the time of burial, will remain on the Lot or Grave for a minimum of 5 days and will be removed at any time thereafter and disposed of by the Cemetery.

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**3.4 Number of Burials:** The number of interments, casket or cremated remains, permitted in each grave will be set in each Interment Rights Certificate. Cremated remains may be placed in the same plot as a casket interment provided the casket interment takes place first.

If a cremated interment has been completed on a plot without a full burial, and the Interment Rights holder wishes to have a full burial, then the rules for temporarily removing existing urns as described in these by-laws would apply.

**3.5 Closed Caskets or Containers:** Remains must be delivered to the Cemetery for burial in a closed casket or container. Under no circumstances may an employee of the Cemetery open or close a casket or container.

In the case of cremated remains, remains must be delivered to the Cemetery for burial in a closed cremation urn or container. The cremated remains will be buried in such cremation urn or container, or, at the written direction of the Interment Rights Holder(s), removed from the cremation urn or container and placed in a shallow excavation for burial within the Interment Right.

**3.6 Outer Containers:** Caskets for full burials must contained in an outer container or vault. Urns may be interred without an outer container. Should an outer container be required that container shall be made of concrete, steel, or other permanent nature be used.

**3.7 Retrieval of Buried Cremated Remains:** The retrieval of cremated remains buried in a Lot or Grave cannot be guaranteed.

**3.8 Requirements for Removal of Caskets, Containers or Cremated Remains:** Human remains may be removed from a Lot or Grave provided that;

1. The written consent of the Interment Rights Holder(s) is/are received by the Cemetery.
2. A certificate from the local medical officer of health must be received by the Cemetery before a 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.
3. Removals may also be ordered by certain public officials without the consent of the Interment Rights Holder(s) and/or next of kin(s).

The raising and lowering of remains from standard depth to extra depth is considered a Removal.

The Cemetery will not be responsible for damage to any casket or container which occurs during the course of the Removal. A new casket or container may be required to facilitate a removal for which an additional charge will apply.

The Cemetery will not be responsible for damage to any cremation urn or cremation outer container which occurs during the course of the Removal. Due to the length of time a cremation urn has been buried and/or the conditions to which it has been exposed, the Cemetery cannot guarantee that it can retrieve a cremation urn or cremation container buried in a Lot or Grave. The condition of any cremation urn or cremation container disinterred may be unstable, in which case, a replacement urn may be required at the expense of the party authorizing the removal.

Removals will be completed at a day and time designated by the Cemetery.

The Cemetery may require any casket, outer container, cremation urn or cremation outer container that has been replaced to be removed from the Cemetery for disposal. All costs shall be borne by the party authorizing the Removal. Under no circumstances can a used casket be directed to a crematorium for disposal.

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If Interment Rights are sold back to the Cemetery, any monuments or markers are to be removed before the transfer can be completed. The cost for the removal of the memorials and foundations shall be paid by the individual(s) authorizing the transfer.

**3.9** The Cemetery reserves the right to disallow any witnessing of the Removal if it feels at its sole discretion that the health or safety of anyone present may be at risk.

**3.10 Contagious Diseases:** It is a legal requirement that the Cemetery be notified that a death is a result of contagious disease, prior to arrangements being made for the Burial.

In the event that a contagious disease has been confirmed, the Cemetery reserves the right to adhere to recognized Health and Safety practices.

The Cemetery may designate the hour and manner in which Burials may be made.

The human remains of persons who have died from contagious diseases may be removed only with the consent of the local medical officer of health or other public official having authority.

Human remains of persons who have died from contagious diseases will not be accepted for temporary storage.

**3.11 Pets or Other Animals:** Only human remains shall be buried in the Cemetery.

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## 4. Memorialization

### General

**4.1 Unstable Memorials:** Should any memorial present a risk to public safety because it has deteriorated to the point of becoming unstable, The Cemetery shall do whatever it deems necessary by way of repairing, resetting, or laying down the memorial or private mausoleum or any other remedy so as to remove the risk.

**4.2 Removal of Memorials:** The Cemetery may remove a Marker and/or Monument from any Lot or Grave, if payment of the contract for the Marker, Monument or inscription is in default. Markers, Monuments purchased by anyone other than the Interment Rights Holder(s) may be removed by the Cemetery upon the written request of the Interment Rights Holder(s). The Cemetery reserves the right to remove at its sole discretion any Marker, Monument which is not in keeping with the dignity and decorum of the Cemetery.

**4.3 Moving Corner Posts or Number Markers:** Only the Cemetery or person(s) authorized by the Cemetery may move corner posts or number Markers.

**4.4 Requirements to Place an Inscription on a Memorial:** The Cemetery requires the written consent of the Interment Rights Holder(s) and an order form detailing the inscription to be placed on the memorial prior to the placement of the inscription. Only inscriptions which, at the sole discretion of the Cemetery, are in keeping with the dignity and decorum of the Cemetery will be permitted.

**4.5 Inscription Rights on Memorials owned by the Cemetery:** Inscription rights vary according to location, design and material. To ensure quality control, consistency and integrity of design, inscriptions on memorials owned by the Cemetery must be approved by the Cemetery and placed by the Cemetery. Inscription rights are outlined on the Interment Rights Certificate. Please consult the Cemetery for additional information.

**4.6 Installation of Memorials:** Only the Cemetery may allow the installation of Markers, Monument foundations, and bronze vases or lanterns that are set in the ground.

### Monument

**4.7 Approval of Monument Design:** A Monument or other structure shall be erected only after its design, dimensions, plans and specifications relative to the material, construction, proposed location, and all attachments and sculpture are submitted to and approved by the Cemetery.

**4.8 Material and Finish of Monuments:** All Monuments shall be constructed of granite and/or bronze material unless otherwise approved in Section 4.7.

**4.9 Only One Monument to a Lot:** Only one Monument shall be erected within the Monument Space on any Lot.

**4.10 Monument Location:** Monuments shall be centred at the head of the Lot in the designated Monument Space. In the case of two grave lots owned by the same Internment Rights Holder, a single monument shall be allowed to be centred over the width of the two graves

**4.11 Monument Foundations:** Concrete Monument Foundations are required to maintain the stability of all Monuments and shall be built to the specifications set out by the Cemetery in the designated Monument Space at the expense of the purchaser to a minimum of 91.44 cm(36 in) in depth and of significant surface area to support the Monument base

**4.12 Delivery of Monuments to the Cemetery:** No monument shall be delivered to the Cemetery for installation until the Monument Foundation has been constructed and the Interment Rights Holder(s) or marker retailer has been notified by the Cemetery.

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**4.13 Upright Monument Areas:** If an Interment Rights Owner wishes to have a flat marker installed on a lot with upright monument privilege. The same Bylaws for marker size will apply as for flat marker graves, of the same lot size.

**4.14 Single Grave Upright Monument Area:** The overall dimensions shall not exceed 76.2 cm x 76.2 cm x 40.6 cm (30 in x 30 in x 16 in). The tablet shall not be less than 10.16 cm (4 in) in thickness and shall not exceed 25.4 cm (10 in) in thickness. The Base shall not be less than 15.24 cm (6 in) in height or more than 20.32 cm (8 in) in height.

**4.15 Two Grave Lots Upright Monument Areas:** The overall dimensions shall not exceed 121.92 cm ( x 91.44 cm x 45.72 cm (48 in x 36 in x 18 in). The tablet shall not be less than 10.16cm (4 in) in thickness and shall not exceed 25.4 cm (10 in) in thickness. The Base shall not be less than 15.24 cm (6 in) in height or more than 20.32 cm (8 in) in height. The overall height may be increased to 101.6 cm (40 in) only if the thickness is 20.32 cm (8 in) and the tablet is adequately dowelled to the base.

**4.16 Special Requests:** Special requests for larger monuments may be made to management, in writing, only by those who hold Interment Rights to four grave lots or larger. All design specifications are subject to management's approval.

**4.17 Corner Posts:** Corner posts are permitted in all sections, except the Cremated Remains and Infants areas. Corner posts must be from 15.24 cm x 15.24 cm x 10.16 cm (6 in x 6 in x 4 in) thick to 15.24 cm x 15.24 cm x 15.24 cm (6 in x 6 in x 6 in) thick in size. They must have sawn or guillotined edges

**4.18 Foot Markers:** Foot markers are permitted at the foot of a grave, on upright lots of two or more graves. Foot markers are not permitted on flat marker graves or cremated remains graves. Markers shall not exceed 60.96 cm x 30.48 cm (24 in x 12 in) in size and must be 10.16 cm (4 in) in thickness. No more than one-foot marker per grave shall be permitted. Markers must have sawn or guillotined edges

**4.19 Monument Dowelling:** To ensure stability, all Monument Tablets, columns, limbs of crosses, etc.; shall be adequately dowelled to the base unless the underside of the superstructure is of sufficient area in relation to its height. Dowels must be of a non-corrosive material not less than 1.27 cm (0.5 in) in diameter. Dowels must be inserted not less than 15.24 cm (6 in) into the base and bottom of the Monument Tablet. Dowel holes must be drilled no more than 0.64 cm (0.25 in) larger than the diameter of the dowel.

**4.20 Inserts and Emblems:** Inserts and emblems (exclusive of pictures and photos) made of bronze, granite or stainless steel is permitted on Monuments and must be attached by means of pins or clips.

**4.21 Pictures, Etchings and Photographs on Monuments:** The Cemetery requires the written consent of the Interment Rights Holder(s) prior to the placement of the picture, etching or photograph on the Monument. Pictures or photographs must be manufactured in a permanent, weather resistant material. Pictures, etchings or photographs of a non-permanent material will be removed and disposed of by the Cemetery without notification.

The Cemetery does not accept any responsibility or liability for the picture, photograph or Monument should a picture or photograph become lost, faded, cracked, damaged, or need to be removed.

**4.22 Vertical Joints:** To ensure stability and preservation a Monument shall not have any uncovered vertical joints.

**4.23 Candle Holders and Vases:** No candleholders or vases may be attached to any Monument.

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## Marker

**4.24 Marker Materials:** All Markers must be made of bronze or granite material; exceptions can be made by Cemetery personnel.

**4.25 Types of Markers:** The Cemetery may specify certain Lot or Graves on which only bronze Markers or granite Markers may be installed.

**4.26 Setting of Markers:** All Markers shall be set flush with the ground unless otherwise specified on the Interment Rights Certificate.

**4.27 Delivery of Markers to the Cemetery:** Markers shall be delivered to the Cemetery service area as directed by the Cemetery. Unless otherwise notified by the Cemetery, Markers shall not be delivered for the period November 1<sup>st</sup> through May 1<sup>st</sup> as weather does not permit their installation on the Lot or Grave.

**4.28 Cremation Graves(Flat Marker):** Markers shall not exceed 40.64 cm x 40.64 cm (16 in x 16 in) and must be 10.16 cm (4 in) in thickness.

**4.29 Single Grave, Flat Marker Areas:** Markers shall not exceed 76.2 cm x 35.56 cm (30 in x 14 in). All flat markers must be 10.16 cm (4 in) in thickness.

**4.30 Two Grave Lots, Flat Marker Areas:** Markers shall not exceed 121.9 cm x 45.72 cm (48 in x 18 in). All flat markers must be 10.16 cm (4 in) in thickness.

**4.31 Flat Marker Lots Larger than Two Graves:** Flat markers will not be permitted to exceed the dimensions given for three Grave lots, except by written permission of management.

**4.32 Bronze Marker Bases:** Bronze Markers must be attached to a concrete or granite base using a minimum of four anchor lugs prior to installation. Concrete bases must be no less than 9.16cm (4 in) and no greater than 15.24cm (6 in) in thickness. Granite bases must be no less than 7.62cm (3 in) and no greater than 15.24cm (6 in) in thickness.

Granite bases cannot exceed the size of the bronze Marker by more than 5.08cm (2in) on all sides.

**4.33 Photographs on Markers:** Due to the danger of becoming damaged or broken, picture or photograph attachments are not permitted on Markers set flush with the ground.

**4.34 Granite Markers:** Granite Markers shall not be less than 10.16 cm (4 in) or more than 15.24cm (6 in) of uniform thickness throughout and must be smoothly finished on top and bottom and must have sawn or guillotined edges

# Bylaws for the Warner Cemetery (Methodist Episcopal Church), Niagara-on-the-Lake, Ontario

## 5. Care & Planting of Interment Rights

### 5.1 General Care of Interment Rights:

Income from the Care and Maintenance portion of the Interment Right purchase is trusted in a fund and used to maintain, secure and preserve the Cemetery grounds. An example of routine maintenance services covered by the Care and Maintenance Fund include:

- Re-levelling and sodding or seeding of Lot or Graves
- Maintenance of perimeter walls and fences
- Maintenance of cemetery landscaping

To the extent that income from the Memorial Care and Maintenance Fund permits, the Cemetery will stabilize, and secure Markers and Monuments within the Cemetery.

The planting or trimming of trees and shrubs on individual Lot, or Graves, preparation of flower beds, cleaning of memorials, and other special services are deemed to be additional to services outside of those services covered by the Care and Maintenance Fund, for which a reasonable charge is made. Complete information and estimates may be obtained from the Cemetery.

**5.2 Planting and Care of Interment Rights:** Pruning of dwarf trees and shrubs and maintenance of flowerbeds for Graves and Lots is not looked after under the general care and maintenance of the Cemetery. Flowerbed maintenance, pruning, fertilizing, watering, etc.; are the sole responsibility of the Interment Rights Holder(s).

Should plant material become unsightly, neglected, overgrow the Monument, or infringe on an adjacent Lot, or Grave, the plant material will be removed by the Cemetery at the expense of the Rights Holder(s), who will be notified in writing of such removal.

Interment Rights Holder(s) understand that plant material may have to be removed to facilitate a Burial within a Lot, or Grave. The Cemetery will make reasonable efforts to preserve and reinstall the plant material, but does not assume any responsibility or liability in this regard.

Interment Rights Holders wishing to have independent contractors provide service on their Lot, or Grave must provide written authorization for the work to be performed. The contractor must provide written authorization to the Cemetery office before commencing the work and abide by all Cemetery Bylaws and more specifically the Contractor Bylaws outlined in Section 9.

**5.3 Planting Restrictions on Lots:** Unless otherwise specified on the Interment Rights Certificate, dwarf trees, shrubs and flowerbeds may be planted in the designated Monument Space. Plant material should be chosen carefully to ensure that it will not overgrow the perimeter boundaries of the Monument Space. The Cemetery reserves the right to dedicate areas as no planting areas within the Cemetery.

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**5.4 Planting Restrictions on Graves:** Unless otherwise specified on the Interment Rights Certificate, only dwarf trees or shrubs are permitted to be planted on either side of the memorial.

**5.5 Flowerbeds:** Flowerbeds, where permitted, shall not exceed more than 38.1 cm (15 in) from the front of the monument and when the bed wraps the side of the monument, the sides shall not exceed 25.4 cm (10 in). Flowerbeds, not in the care of the cemetery, that are uncared for and become unsightly shall be removed.

**5.6 Designated No Planting Area:** The Cemetery reserves the right to dedicate areas as no planting areas within the Cemetery.

**5.7 Grading of Lots and Cutting Sod:** Only the Cemetery or contractors authorized by the Cemetery may cut or remove sod or soil or change the grading of a Lot or Grave or any surrounding area.

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## 6. Articles Placed On Interment Rights

**6.1 General:** The Cemetery is committed to supporting a broad array of religious and ethnic preferences and diligent to create a respectful and dignified resting place for the multi-cultural communities that we serve.

Permitted articles must be placed within the designated planting area of the Lot, or Grave, as defined in Bylaws 5.2 – 5.7 respectively.

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

To assist Interment Rights Holder, the following is a sample of articles that are prohibited from being placed on Lots or Graves within the Cemetery

- articles made of hazardous materials such as non-heat resistant glass (excludes glass attached to monuments), ceramics, or corrosive metals
- loose stones or sharp objects
- trellises or arches
- chairs or benches

Please contact the Cemetery office for clarification prior to purchasing or placing an article on an Interment Right.

**6.2 Candles, Incense or Flammable Articles:** Lighted candles, incense, or other flammable articles may be placed on a Lot, Grave, or Scattering Ground only when attended by an adult. Candle holders must be fully enclosed on all sides by means of a door or lid, and housed within a non-flammable, non-breakable container. Due to their hazardous nature, oil lamps are not permitted at any time. Lighted candles and incense must be extinguished prior to leaving the Lot or Grave.

Any damage caused by candles, incense or flammable articles is the direct and total responsibility of the Interment Rights Holder(s). The Cemetery does not assume any liability in this regard.

The Cemetery may remove at its sole discretion, any such article and dispose of it without notification.

**6.3 Borders, Fences and Walls:** Plastic PVC edging installed not to exceed 10.16 cm (4 in) in height above the ground level, is permitted around the perimeter of a prescribed flowerbed as defined in Bylaws 5.2 through 5.7 respectively.

In order to facilitate cemetery maintenance and operations, borders, curbs, coping, fences, railings, walls, ditches, hedges or other articles are not permitted to define the perimeter of a Lot, Grave, Scattering Ground, or planting area, and will be removed and disposed of by the Cemetery without notification.

**6.4 Fresh Cut or Artificial Flowers:** Fresh cut or artificial flowers or potted plants must be placed in the designated planting area or in a non-breakable, non-corrosive flower vase adjacent to the memorial. Fresh cut or artificial flowers and potted plants that have become unsightly and empty flower vases that cannot be turned down into the ground in a receptacle will be removed and disposed of by the Cemetery without notification.

**6.5 Artificial Flowers and/or Wreaths:** During the growing season from April 15<sup>th</sup> to October 15<sup>th</sup>, while natural flowers are available, artificial flowers, in any form, are not permitted in the cemetery (exception as defined in Bylaw 7.5). From October 15<sup>th</sup> to April 15<sup>th</sup>, artificial wreaths without glass or plastic covers are permitted. Artificial flowers or wreaths not removed by April 15<sup>th</sup> will be removed by Cemetery staff. They will be held for a period of 60 days after which they will be disposed of.

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**6.6 Hanging Baskets:** Hanging baskets are not permitted on Lots or Graves.

**6.7 Memorial Wreaths:** Wreaths may be placed in the Cemetery only between October 15<sup>th</sup> and April 15<sup>th</sup> of each year. In order to prepare the grounds for spring, wreaths must be removed by April 15<sup>th</sup>. Wreaths not removed by April 15<sup>th</sup> will be removed as per Bylaw 6.5.

**6.8 Responsibility for Articles:** Articles placed on Graves or Lots are the sole responsibility of the Interment Rights Holder(s). The Cemetery is not responsible for the loss of or damage to any articles placed within the Cemetery.

Articles left on Lots or Graves during the winter months are subject to deterioration and damage, and impede cemetery operations. It is recommended that Interment Rights Holders remove all articles and tokens of remembrance from the Lot or Grave during the winter months.

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## 7. Contractor

**7.1. Contractor Pre-Approval Required Before Working:** Any contract work to be performed within the Cemetery requires the written pre-approval of the Interment Rights Holder and the Cemetery before the work may begin. Pre-approval includes but is not limited to: landscaping, delivery of Monuments and Markers, inscriptions, designs, drawings, plans and detailed specifications relating to the work, proof of all applicable government approvals and permits, the location of the work to be performed. It is the responsibility of all Contractors to report to the Cemetery and provide the approvals before traveling to the Lot, or Grave to perform the work.

**7.2. Permission to Perform Contract Work:** Contractors employed to erect a memorial, structure, complete landscaping, or to do any other work in the Cemetery shall report to the Cemetery and provide to the Cemetery the written consent of the Interment Rights Holder(s) prior to commencing their work. Such consent shall designate the location of the Burial rights and the work to be performed. The Cemetery will provide the contractor with a temporary permit to complete the work which shall be prominently displayed in the front window of the contractor's vehicle.

Contractors who begin work within the Cemetery without first obtaining all proper authorizations contained herein will be asked to leave the property and authorities will be contacted.

**7.3. Compliance with Legislation:** Any person, firm, or corporation ("Contractors") performing any work in the Cemetery must comply with all applicable legislation including without limitation; Workers' Compensation, Occupational Health and Safety and Environmental Protection, and maintain general liability insurance of not less than \$2,000,000 ("Coverage"). Such Contractor shall provide written proof of such Coverage at the request of the Cemetery within 72 hours of a written request and prior to commencing any work within the Cemetery.

Should a Contractor not be able to provide written proof of Coverage within the prescribed time limit, said Contractor shall be prohibited from completing any work within the Cemetery until written proof of Coverage has been provided to the Cemetery.

**7.4. Cemetery Bylaws Apply:** All Cemetery Bylaws apply to all Contractors and all work carried out by Contractors within the Cemetery grounds.

**7.5. Contractor's Liability:** Contractors will conduct their operations to prevent damage to any grounds, turf, shrubs, trees, flowerbeds, Monuments, Markers, or any other article or natural feature in the Cemetery. Contractors shall lay planks on the Lots, or Graves, and paths over which heavy materials are to be moved, in order to prevent damage. Any damage caused by Contractors shall be rectified by the Cemetery at the expense of the Contractors.

**7.6. Contractor Hours of Work:** Contractors will be permitted to complete their work during the following hours; 8:00 am to 5:00 pm Monday through Friday, and 8:00 am to 4:00 pm on Saturdays. Contractors are not permitted to work within the Cemetery during evenings, Sunday or statutory holidays.

Contractors shall temporarily cease all operations if they are working within 100 metres of a funeral until the conclusion of the service. The Cemetery reserves the right to temporarily cease Contractor operations at their sole discretion if the noise of the work being performed by the Contractor is deemed to be a disturbance to any funeral or public gathering within the Cemetery.

**7.7. Contractor Conduct:** Contractors performing work within the Cemetery are responsible for their actions, conduct, behaviour, and attire. Contractors who fail to comply will be asked to leave the Cemetery grounds. Contractors must also adhere to and comply with the Cemetery's Code of Conduct.

**7.8. Removal of Implements and Rubbish:** Contractors working within the Cemetery must remove all implements, equipment and rubbish from the Cemetery at the conclusion of the work or at the end of each work day. All work sites must be secured when left unattended.