

By-Laws of the Roseville Mennonite Cemetery

(hereafter referred to as the “Cemetery”)

Owned and operated by **Detweiler Meetinghouse Inc** (referred to as “DMH”)
3445 Roseville Road, Ayr, ONT N0B 1E0

These by-laws are made to help ensure the preservation and proper operation of the Cemetery. The By-Laws reflect accepted principles of Cemetery management and the DMH and its predecessor’s experience of over a century. The Cemetery By-laws are the rules that govern the operation of the Cemetery. The Board of Directors of DMH recommends that any person interested in the operation of the Cemetery consult with the designated Cemetery representative below for access to the up-to-date by-laws, as amendments may be made from time to time and approved by The Registrar, Funeral, Burial and Cremation Service Act, 2002, Bereavement Authority of Ontario.

Please contact our Cemetery Rep if
you require further assistance

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SECTION A

GENERAL ADMINISTRATION

- 1) The eight member Board of Directors of the DMH Inc. are elected for three year terms - two from Mennonite Church Eastern Canada (MCEC), three from Mennonite Historical Society of Ontario (MHSO) and three from the local Roseville community. The Board is for the operation of the meetinghouse and the Cemetery.
- 2) The DMH Board retains 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.
- 3) In the application and administration of these by-laws, all procedures will be conducted in accordance with applicable Provincial legislation and regulations.
- 4) Lots shall be sold only for interment rights.
- 5) The purchaser of an interment contract may cancel the contract within 30 days of the purchase by providing written notice of the cancellation to the current Cemetery representative. The Cemetery Representative will refund all monies paid by the purchaser within thirty (30) days from the date of the request for cancellation.
- 6) Lots are assigned individually. A Certificate of Interment Rights will be issued upon receipt of full payment.
- 7) Transfers of Interment Rights and Notice of Transfers:
If the Interment Rights Holders wishes to sell or transfer their Interment Rights to a third party then the Interment Rights Holder shall first offer the Interment Rights to the Cemetery Operator at not more than the current price listed on the cemetery price list. If the Cemetery Operator does not wish to re-purchase the Interment Rights, the Interment Right may be sold to a third party for no more than the current price listed on the

cemetery price list, as long as the sale or transfer is conducted through the Cemetery Operator and the Interment Rights Holder and purchaser meet the qualifications and requirements as outlined in the Cemetery Operator's by-laws. Subject to the aforesaid procedure being followed, such transfer of ownership of Interment Rights after the original sale shall not be effective until such transfer has been approved in writing by the DMH Board. To ensure the accuracy and completeness of records of ownership of Interment Rights and subject to the aforesaid, no sale or other transfer of any Interment Rights shall bind DMH and the Cemetery until a duly executed transfer has been deposited with the DMH Board through its Cemetery Rep.

- 8) All applications for Cemetery services shall be in the appropriate form as provided by DMH.
- 9) All services are subject to fees as specified in the schedule of fees.
- 10) Weekend and Holiday services shall be subject to additional fees as specified in the schedule of fees.

SECTION B

CEMETERY OPERATIONS AND MAINTENANCE

- 1) All work within the Cemetery shall be performed only by the Contractors (lawn maintenance, backhoe operators, Foundation & Head Stone companies) and the Cemetery Rep as authorized by the DMH Board
- 2) The Board shall have the right at any time to re-survey, enlarge, diminish, re-plot, change or remove plantings, grade, alter in shape or size, or otherwise to change all or any part of the Cemetery, subject to approval of the appropriate regulatory authority.
- 3) The Board retains the right of passage over every lot so that Cemetery operations may be performed effectively.
- 4) Any article which is detrimental to efficient maintenance, or constitutes a hazard to machinery, employees or visitors, or is unsightly or does not conform to the natural beauty or design of the Cemetery, as determined by the DMH Board may be removed.

An article removed will be held at the Cemetery for collection for 14 days, and then removed. The Board is not obliged to give notice of removal or disposition.

- 5) No trees, shrubs, flowering or other plants may be planted on lots without the prior written consent of the Board or the Cemetery Rep.
- 6) Floral decorations may be placed only in accordance with the following schedule:
 - a) From March 15th to November 1st next following, fresh cut flowers only may be placed on graves in non glass vases.
 - b) From November 1st to March 15th next following, only winter wreaths on stable 68.58 cm. (27") minimum height metal stands or Saddle holders on top of the monument may be placed on graves.
 - c) Floral decorations on monument lots must be placed in a non glass vase unit of a design approved by the Board.
- 7) The Board reserves the right to remove wreaths or flowers which have deteriorated, withered or are otherwise unsightly.
- 8) The Board reserves the right to disallow or remove quantities of wreaths or flowers considered to be excessive.
- 9) Articles which are broken or deteriorated will be removed by the Cemetery Rep.

- 10) To reduce risks of fire and staining, open flame candles are not permitted within the Cemetery.
- 11) No lot or grave shall be defined or enclosed by a fence, railing, coping, grave cover or by any other marking.
- 12) The dedication and donation of trees, memorial benches and other selected features must be approved by the DMH Board. Application shall be made to the DMH Board giving the specifications, design and materials and must be approved in writing before any work and delivery can proceed.
 - All items and the site selection shall conform to the designated landscape plan of the Cemetery under the direction of the Board through the Cemetery Rep.
 - Installation shall be under the supervision of the Cemetery Rep and all costs shall be borne by the donor-applicant.
 - The placement of dedicated items does not entitle the donor-applicant to any privileges to the land upon which the items are situated.

SECTION C

INTERMENTS AND DISINTERMENTS

- 1) Before any interment the Cemetery must receive an interment order and interment rights authorization in the form as provided by the Board's appointee, duly signed by the lot/rights holder, or if the interment rights holder is deceased, by their legal representative.
- 2) Interments must take place when ground conditions are suitable to accommodate necessary equipment, to ensure there is no damage to adjacent sites, and to permit proper location of markers. These limitations preclude winter burials. Interim arrangements at nearby mausoleums can be made.
- 3) Reasonable notice of interments is required.
 - a) Before an interment is to take place, 72 hours notice, of which 8 hours should be regular working hours.
 - b) Before a disinterment is to take place, 5 regular working days notice is required.
- 4) Cremated Remains
 - a) The scattering of cremated remains upon the surface of the Cemetery, or any Lot, is not permitted.
 - b) Cremated remains may be deposited below the surface of the ground in areas so designated by the Cemetery.
 - c) Interred cremated remains may be recovered upon request. The time of recovery is subject to the approval of the Cemetery and may be dependent upon ground conditions.
- 5) Except with the Board's prior written permission, only artificial grass, lowering devices and other equipment authorized by the Cemetery shall be used.
- 6) No interment shall take place except in the presence of a Cemetery Rep member. All interments shall be consistent with the dignity of the Cemetery and general community standards.
- 7) No casket or container may be opened without a court order or without the written consent and in the presence of the legal representative of the deceased.
- 8) The funeral director, transfer service operator or other responsible person shall retain custody of the container until it is delivered to the DMH Cemetery Rep's representative at the lot.

- 9) Prior to accepting custody, the Board is not liable for any delay in the interment and after accepting custody, shall not be liable for any delay caused by circumstances beyond its control. The Board reserves the right to secure the container in a receiving area until the interment can be completed.
- 10) For earth interment, remains must be enclosed in a container sealed securely, dry and of sufficient strength to permit interment with the container remaining intact. We strongly recommend the use of a permanent outer vault/liner and it must be of a size to permit interment within the dimensions of the lot which measures four feet wide by ten feet long.
- 11) If a liner is to be used the Board recommends that the supplier installs it under the direction of the Cemetery Rep. Because of unstable ground conditions, outer liners shall be immediately lowered to the bottom of the grave or left on solid ground until time of interment, not hung by side supports.
- 12) Not more than one interment shall be made in any single grave except:
 - a) That the cremated remains of two persons or an infant container approximately 76.2 x 30.5 cm. (30"x 12") may be interred at the head end of one adult Grave in which a casket containing human remains has been or may be interred.
 - b) That the cremated remains of up to four (4) persons may be interred in a single Grave Lot on top of the remains of one full burial.
- 13) All extra interments and placements of remains in a grave will only be permitted with an interment rights authorization signed by the lot/rights holder on record or their legal representative.
- 14) The Board will exercise all due care in making interments but is not responsible for damage to any casket, urn or other container sustained during disinterment.
- 15) All disinterment and/or re-interments shall be conducted under the direction of the Board through its Cemetery Rep and shall be consistent with health and safety standards by the prior notification of the Medical Officer of Health. A certificate from the local MOH will be required before the removal of casketed human remains from the Cemetery may take place. A certificate from the local MOH is not required for the disinterment of cremated remains from a lot or the removal of cremated remains from the Cemetery. Any outer container and casket disinterred from another cemetery must be drained of water before delivery to the Cemetery for re-interment. Disinterment from the Cemetery will, when necessary, require water from the outer container to be drained back into the original grave. The Board may require any outer vault and casket that has been replaced to be removed from the Cemetery for disposal. All costs shall be borne by the party authorizing the disinterment.
- 16) The Board reserves the right, at its cost to correct any error that may be made by it in making interments or in the description of the lot or transfer or conveyance of any interment rights either to cancel such grant and substitute and grant in lieu thereof other interment rights or a lot of equal value and similar location as far as is reasonably possible and as may be selected by the DMH Board; or refund the original purchase price without interest. In the event of any such error that may involve the interment or disinterment of remains, the DMH Board shall have the right to remove the remains to another lot of equal value and similar location provided the approval of any regulatory authority is first obtained.

SECTION D

MEMORIAL MONUMENTS

1) **Definition:**

For the purpose of these by-laws a monument is any memorial structure projecting above the ground level. All monuments to be installed in areas of the Cemetery so designated shall be of granite. All monuments will be installed to conform to the approved plan of the Cemetery.

2) **Fee:**

Monuments are subject to a care and maintenance fee in accordance with the current schedule of fees.

3) **Approval of Design:**

No monument shall be erected or placed on any lot until plans and specifications describing fully its design, material, method of construction, and proposed location have been submitted to the DMH Board through its Cemetery Rep by the lot/rights holder or the monument builder on behalf of the lot/rights holder and approved by the Board in writing. Monument installation and inscription permit applications must be submitted in the form as provided by the DMH Board.

No monument shall be installed on a grave space until:

- a) The application is approved in writing by the DMH Board through its Cemetery Rep.
- b) The appropriate amount for payment is made to the Cemetery care fund as required by legislation;
- c) All outstanding indebtedness to the DMH relating to the interment and the monument location has been paid in full.
- d) The foundations for 'Pillow & Small Stone Markers' must be installed by DMH Inc. or its designated contractor in the headstone area measuring 2 feet deep in a 4 foot by 10 foot Lot. The centre of the appropriate location will be staked by a DMH Cemetery Rep member. Monuments will be installed by the supplier.

4) **Inscriptions:**

Inscriptions and design shall be carving on the face or back only of the tablet, or may be a bronze plaque securely attached by non-corrosive fasteners to the face of the tablet, or bronze letters securely attached by an adhesive compound approved by the Cemetery to the face of the tablet, or may be a bronze plaque recessed into granite side panels 20.3 cm. (8") thick, with a granite panel top or a bronze pagoda or other type top.

No inscription or ornamentation which is inconsistent with the dignity of the Cemetery or general community standards shall be placed on any monument.

In the event that this provision is contravened, the DMH Board may take any action necessary including removal of the memorial, monument or the inscription,

at the cost of the lot/rights holder or its successor.

5) One Monument Only to a Lot:

Not more than one monument shall be erected on any lot.

6) Dimensions of Monuments:

No tablet shall be less than 20.3 cm. (8 ") in thickness at its base and no less than 15.24 cm. (6") in thickness at its narrowest point.

Monument tablets up to 127 cm. (50 ") in overall height must be a minimum of 20.3 cm. (8 ") thick at its base and no less than 15.24 cm. (6") at its narrowest point.

Those monument tablets from 127 cm. (50 ") to 187.9 cm. (74 ") in overall height must have a minimum thickness of 25.4 cm. (10 ") at its base. Thickness of the tablets must increase by 5.08 cm. (2 ") for every 60.96 cm. (24") in height, or part thereof, over 187.9 cm (74 "). The tablet at its narrowest point shall be no less than 5.08 cm. (2") of the required thickness at its base.

In calculating the height, the overall height of the monument, tablet plus base is to be included.

- a) The maximum width of an acceptable tablet and its base is conditional upon the width of the grave or upon the combined width of the appropriate graves on which it will be installed, as in accordance with the following provisions:

SUMMARY OF SIZE REGULATIONS FOR UPRIGHT TABLETS

	WIDTH OF LOT	
	121.9 cm. (48")	243.8 cm. (96")
TABLET DIMENSIONS		
Width - maximum	91.4 cm. (36")	213.36 cm. (84")
Width - minimum	60.96 cm. (24")	76.2 cm. (30")
Height - minimum	45.7 cm. (18")	60.96 cm. (24")
Thickness - minimum	20.3 cm. (8")	20.3 cm. (8")
BASE DIMENSIONS		
Width - maximum	106.68 cm. (42")	228.6 cm. (90")
Width - minimum	76.2 cm. (30")	91.4 cm. (36")

Monuments proposed for installation on lots larger than 243.8 cm. (96") in width must be submitted to the DMH for approval.

- b) Crosses in the form of a cross tablet that are an integral block shall conform to all tablet dimension requirements including thickness.

Monuments in the form of free standing crosses will not be permitted.

No monument shall have any uncovered vertical joint.

7) Bases:

All tablets are to be installed on a granite base of the same matching color. The

height of the base shall be a minimum of 20.3 cm. (8 "). The top surface of the base must be both wider and longer than the tablet in order to provide a minimum border of 7.6 cm. (3 ") of the surface of the base exposed on all sides. Base tops shall be polished finish: bottoms must be smooth sawn.

The maximum width of a base is conditional upon the width of the grave or graves on which it will be installed. No base shall be closer than 7.6 cm. (3") - to the lot width side lines on which it is to be installed.

8) Dowelling/Pinning:

In order to provide for a safe installation, a monument should be able to withstand a horizontal force of 45.36 kg. (100 lbs.). Where necessary dowel pins shall be used to secure a tablet stone to its base.

Dowel holes should not be more than .31 cm. (1/8") larger than the dowel itself and all dowels must be of a non-corrosive material and must be a minimum 1.27cm. (1/2") in thickness. Dowel pins must be centered on the base and installed in a dry mode. Dowel pins must be not less than 15.24 cm. (6") in length, evenly extended into both the tablet and its base.

A separate top, pagoda or other type, shall be pinned to its tablet using no corrosive dowel pins and epoxy

9) Foundations:

Concrete foundations to be installed at the lot/right holder's expense are required for all monuments.

The foundation shall be built in the designated space and in the appropriate dimensions of the monument base. If incorrect dimensions have been given on the application form signed by the lot/rights holder and/or the supplier, the foundation shall be immediately removed and rebuilt at the expense of the lot/ rights holder.

Foundations for full size markers will be not less than 121.9 cm. (48") deep and they will be set parallel to and on the back lot line.

The required concrete mix for foundations will be:

- 20.5 MPA
- 75 mm. slump
- 20 mm. aggregate
- Trowel finish all edges.

The surface area shall be flush with the surrounding ground level and shall provide level surface free of defects.

Foundations must be cured for a minimum of 48 hours before placing the monument.

Contractors shall be under the supervision of the Cemetery and shall be responsible to pay the inspection & supervisory fee, as per our Ministry approved

Fee Schedule.

No concrete shall be placed until a representative of the Board's Cemetery Rep has approved the grades and all loose material is removed from the grade. The placing shall commence at the low point in the grade and the concrete shall be thoroughly consolidated to eliminate all air pockets and honeycombs. No concrete shall be placed to overlap concrete that is partially set.

Defective areas must be repaired to the approval of the Cemetery management. The finished concrete shall be protected from wind, rain or sun during curing, by a method approved by the Board

All rubbish and excavated material shall be removed from the Cemetery property by the contractor under the direction of the DMH Board's Cemetery Rep.

10) Work on Monuments:

No monument shall be removed, nor any monument maintenance will occur until a permit application from the lot/rights holder outlining the work to be performed has been approved by the DMH Board's Cemetery Rep or its designated representative. All work must comply with the existing Cemetery by-laws.

11) Tolerance in Dimensions:

A tolerance of 1.27 cm. (1/2") over and under the dimensions of a monument or parts of a monument will be permitted.

12) Monuments over Interments:

No monument may extend over the area where a grave opening has been or will be located.

13) Monument Care:

No monument may be erected or placed on any lot until the appropriate payment is made to the Cemetery care fund as required by legislation.

If a monument becomes a risk- to public safety because it is unstable, the DMH Board's Cemetery Rep may take any action which is necessary to remove the risk.

Minor scraping of the base portion of upright monuments due to the turf mowing operation is considered by the Cemetery to be normal wear.

14) Articles of Ornamentation:

No candle holders, lanterns or other such fixtures may be attached in any manner to any tablet.

Lanterns and statuary of a type approved by the Cemetery may be placed on a monument base in a manner approved by the DMH Board's Cemetery Rep.

15) Scope of the Detweiler Meetinghouse Board's Responsibility:

The Board will take such precautions to protect the property of lot/ rights holders, as appropriate, however the Cemetery assumes no liability for the loss of, or

damage to, any monument, or part thereof except where such damage or loss is due to the gross negligence of the Board or its Cemetery Rep, or appointed maintenance people.

The Board will not be responsible for loss or damage to any portable article left upon any lot or monument or the improper attachment of any article to a monument.

16) Performing Work in the Cemetery

a) Permission to Employ Contractors:

A contractor employed to install monuments, or to do any other work in the cemetery on a particular lot or monument shall first present an application to the DMH Board's Cemetery Rep signed by the lot/rights holder requesting permission to employ such contractor to do work as therein specified. Such application must specify the lot on which work is to be performed.

The contractor shall provide as part of the application, current proof of:

- i) Workers Compensation coverage**
- ii) Liability Insurance coverage of not less than two million dollars - any other application that may apply relevant to the operation of the Cemetery.**

- b) Behavior:** The behavior of all contract workers within the Cemetery shall be subject to the control of the Board. Contractors, masons and stonecutters must lay planks on the lots and paths over which materials are to be moved, to protect them from injury. Workers shall immediately cease work in the vicinity of a funeral until the conclusion of the service. Heavy loads will not be permitted in the Cemetery when the roads are in a condition unfit to bear them.

No work may be performed except during the regular business hours of the cemetery.

All implements and materials used in the performance of any work shall be placed as the Cemetery Rep directs and all rubbish and surplus earth shall be removed in such manner as they may request, otherwise the obstructions will be removed and the expense charged to the lot/rights holder. A contract worker, who causes any damage or injury within the Cemetery, shall be held responsible for such damage or injury.

c) Delivery to Cemeteries:

Notice must be given to the DMH Board through its Cemetery Rep before any monumental work is brought into the Cemetery. No monument shall be delivered to the Cemetery until the foundation is completed, and the work or installation of the monument can proceed forthwith.

SECTION E

DEFINITIONS –

1. 'Board' - means the DMH Board that has oversight of the Roseville Mennonite Cemetery (here after known as the 'Cemetery')
2. 'Burial' - means the opening and closing of an in ground lot or plot for disposition of human remains or cremated human remains.
3. 'By-Laws' - mean the Rules and Regulations under which the Cemetery operates.
4. 'Care & Maintenance Fund' - It is a requirement under the FBCSA and Ontario Regulation 30/11 and 184/12 (O. Reg. 30/11 & 184/12), that a prescribed amount, or a percentage of the purchase price (excluding tax) of all interment Rights sold, transferred, assigned or permitted; and set amounts or prescribed amounts for monuments and markers and there installations is 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.
5. 'Caretaker' - means the person appointed by the Board of Directors as Caretaker of the 'Cemetery'.
6. 'Cemetery Rep' - means the person(s) appointed by the Board to maintain the operation and maintenance of the 'Cemetery' on behalf of the Board;
7. 'Cemetery Operator' - means the duly appointed or elected Board of Directors for the 'Cemetery'.
8. 'Cemetery Representative' - means the person appointed by the 'Cemetery Board' as the primary contact person concerning the operation and maintenance of the 'Cemetery'.
9. 'Cemetery' - means the Roseville Mennonite Cemetery at 3345 Roseville Rd North Dumfries Township
10. 'Contract' for the purpose of these By-Laws - all purchasers of Interment Rights must sign and receive a contract with the Cemetery, detailing obligations of both parties, acknowledging receipt and acceptance of the Cemetery By-Laws and a copy of the Consumer Information Guide and the Price List.
11. 'Corner Posts' - Shall mean any stone or other land markers set flush with the surface of the ground and used to indicate the location of a lot or plot.
12. 'Cremation Lot' - for the purpose of these By-Laws a cremation lot is a burial space intended to receive not more than 2 cremated remains and having a measurement of 122cm (4 feet) by 122cm (4 feet).
13. 'FBCSA' means the Funeral, Burial and Cremation Services Act, 2002, c.33 as amended and regulations thereunder.
14. 'Grave' (also known as lot) - means any in ground burial space, intended for the interment of a child, adult or cremated human remains, that allows for one (1) full burial on the bottom and up to four cremated remains on top as approved by the Cemetery Rep..
15. 'Interment Rights Certificate' - The document issued by the Cemetery to the purchaser once the Interment Rights have been paid in Full, identifying ownership of the Interment Rights.
16. 'Interment Rights Holder' - any person designated to hold the right to direct the Cemetery to inter human remains in a specified lot.
17. 'Interment Rights' - The right to require or direct the interment of human remains

or cremated human remains in a grave lot and to direct the associated memorialization.

18. 'Lot' - for the purpose of these By-Laws, a lot is a single grave space having a measurement of 1.22 meters (4Ft.) by 3.025 meters (10 Ft.). See also definition of 'Grave'.

19. 'Marker' - Shall mean any permanent memorial structure that is flush and level with the ground, and used to mark the location of a burial plot.

20. 'Monument' - Any permanent memorial projecting above the ground installed within the designated space to mark the location of a burial or lot.

21. 'Plot' - For the purpose of these By-Laws, a plot is a parcel of land, sold as a single unit containing multiple lots.

22. 'Weekend or Statutory Holiday Burials' - For the purposes of these By-Laws shall mean any burials held on a Saturday, Sunday or statutory Holiday.

SECTION F

FINANCIAL INFORMATION & FEE SCHEDULE

a) Treasurer:

The treasurer is elected annually by the Board from within the Board

Treasurer is responsible for depositing funds for the Cemetery and transferring to the Care & Maintenance account the proper amount as per Government regulations.

Treasurer is responsible for paying all invoices as they are received, and posting to the proper ledger account.

Treasurer is responsible for filing the Cemetery Report on a yearly basis to the Bereavement Authority of Ontario.

The Treasurer, (along with discussion and Board approval) has the power to invest surplus funds in suitable securities as is deemed in the best interest of the Cemetery, and consistent with any legislative requirements.

Approved 3 October 2006

Revised 16 January 2007

Revised 6 September 2007

Revised 23 January 2008

Revised 8 September 2010

Revised 05 February 2020

ROSEVILLE MENNONITE CEMETERY

3445 ROSEVILLE ROAD
AYR, ONTARIO N0B 1E0

Schedule of Fees:

Full Lot Price **\$2100**

Cremation Lot Price **\$ 900**

Care & Maintenance- as per Gov't Regulations

(Taken from the Lot Price at time of purchase)

Full Grave Opening & Closing **\$1100**

Cremation Opening & Closing **\$ 450**

Care & Maintenance Fee of Monuments

Flat Markers of 172 sq. in. ** **\$ 50**

**Monuments 48 inches and under
in width and height **** **\$ 100**

**Monuments over 48 inches in
width and height **** **\$ 200**

** All heights include the 8" granite base

**Fee for marking location & inspection
of foundations** **\$ 130**

Weekend, Holiday & Winter Services (full burial) **\$ 500**

(Cremation & Infant) **\$ 200**

(Weekend/Holiday Fees are over and above the regular fee schedule)

Contact:

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Date: 05 February 2020

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