



WINDSOR
MEMORIAL GARDENS
CEMETERY IN ASSOCIATION WITH WINDSOR GROVE

**BY-LAWS AND REGULATIONS OF:
WINDSOR GROVE CEMETERY &
WINDSOR MEMORIAL GARDENS CEMETERY
22/JULY/2021**

SUBJECT TO:

1. The Funeral, Burial, and Cremation Services Act (FBCSA) 2002, the Bereavement Authority of Ontario (BAO), and Ontario Regulations (O. Reg.) 30/11 and 184/12.
2. The rules and regulations made or to be made by the cemetery trustees or their successors.

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A. DEFINITIONS

For additional definitions, please refer to the definitions from the FBCSA and O. Reg. 30/11 and 184/12.

Burial/Interment: The opening of a lot and then the placing of dead human remains or cremated human remains in that lot, followed by closing the lot. The lot may be a grave in the ground, a crypt in a mausoleum, or a niche in a columbarium.

By-laws: The rules and regulations under which the cemetery and/or crematorium operates.

Care and Maintenance Fund: It is a requirement under the FBCSA and O. Reg. 30/11 and 184/12 that a prescribed amount or a percentage of the purchase price (excluding tax) of all interments sold, transferred, assigned or permitted, and prescribed amounts for monuments and markers, is contributed into The Care and Maintenance Fund. Interest earned from this Fund is used to provide care and maintenance of lots, plots, markers, and monuments at the cemetery.

Cemetery: For purposes of these by-laws it will mean the Windsor Grove Cemetery and the Windsor Memorial Gardens Cemetery.

Contract: All purchasers of interment or other cemetery supplies and services must receive a copy of the contract they and the cemetery operator have signed detailing the obligations of both parties, and acknowledging receipt and acceptance of the cemetery by-laws, a copy of the Consumer Information Guide, and the price list.

Corner Posts: Any stone or other land markers set flush with the surface of the ground and used to indicate the location of a lot or a plot.

Crypt: An individual compartment in a mausoleum for the entombment of human remains.

Grave (also known as a lot): Any in-ground burial space intended for the interment of a child, adult, or cremated human remains.

Interment Right: The right to require or direct the interment of human remains or cremated human remains in a grave, lot, niche or crypt and to authorize the installation of a monument or marker.

Interment Rights Certificate: The document issued by the cemetery operator to the purchaser once the interment rights to a specific lot have been paid in full, identifying ownership and authority over those specific interment rights.

Interment Rights Holder: The person(s) authorized or entitled to inter human remains in a specified lot. He/She may be the person named in the interment rights certificate or such other person to whom the rights have been assigned.

Lot: For the purposes of these by-laws, a lot is a single grave space.

Marker: Any permanent memorial structure – monument, plaque, headstone, cornerstone, or other structure or ornament affixed or intended to be affixed to a burial lot, mausoleum crypt, columbarium niche or other structure or place intended for the deposit of human remains and may be used to indicate the location of a burial.

Niche: An individual compartment in a columbarium, mausoleum, or wall for the entombment of cremated human remains.

Plot: For the purposes of these by-laws, a plot means two or more lots in respect of which the rights to inter have been sold as a unit.

B. GENERAL INFORMATION

1. Hours of Operation:

Visitation hours:

Winter hours: (November 1 to March 31): 8:00 a.m. to 4:30 p.m.

Summer hours: (April 1 to October 31): 8:00 a.m. to 8:00 p.m.*

**visitors to arrive by no later than 7:45 p.m.*

Office hours:

Monday to Friday: 8:00 a.m. to 4:00 p.m.

Saturday: by appointment only

Sunday and holidays: closed

Burial hours:

9:00 a.m. to 2:00 p.m.*

** no burial will take place on a Sunday or statutory holiday*

2. General Conduct:

The cemetery reserves full control over the cemetery operations and management of land within the cemetery grounds. No person may damage, destroy, remove, or deface any property within the cemetery. All visitors should conduct themselves in a quiet manner that shall not disturb any service being held.

- a) The cemetery reserves the right to remove deteriorated flowers or wreaths, excessive flowers which infringe on other lots, or any other article that is inappropriate for the cemetery, mausoleum, or columbarium.
- b) The cemetery reserves the right to prohibit or restrict any gathering, parade or demonstration that is not appropriate for the cemetery.
- c) The cemetery employees are empowered to enforce these regulations.

3. By-Law Amendments:

The cemetery shall be governed by these by-laws, and all procedures will comply with the FBCSA, BAO, and Ont. Reg. 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.

4. Liability:

The cemetery 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, save and except for direct loss or damage caused by gross negligence on the part of the cemetery.

5. Public Register:

The cemetery will maintain a public registry which will be available to the public during regular office hours in accordance with Provincial Legislation - Section 110 of O. Reg. 30/11.

6. Pets or Other Animals:

Pets or other lower animals, including cremated animal remains, are not allowed to be buried on cemetery grounds.

7. Right to Re-Survey:

The cemetery has the right at any time to re-survey, enlarge, diminish, re-plot, change, or remove plantings, grade, close pathways, or roads, alter in shape or size, or otherwise change all or any part of the cemetery, subject to approval of the appropriate authorities.

C. SALE AND TRANSFER OF INTERMENT RIGHTS

1. Interment Rights

- a) Interment Rights may be sold only by Windsor Grove/Windsor Memorial Gardens Cemetery (hereinafter called the cemetery). The cemetery shall provide each Rights purchaser, at the time of sale, with:
 - a copy of the contract
 - a copy of the by-laws
 - a copy of the Consumer Information Guide
 - upon payment in full, followed by a 30 day waiting period, a Certificate of Interment Rights
- b) All prices for Interment Rights, cemetery services, and supplies shall be set out in the most recent tariff of rates filed with the Bereavement Authority of Ontario. Price for Interment Rights shall include the applicable portion for deposit to The Care and Maintenance Fund.
- c) Contributions to The Care and Maintenance Fund are not refundable except when interment rights are cancelled within the 30-day cooling off period. A copy of this tariff is available to the public at the cemetery office.

- d) The deposit to The Care and Maintenance Fund shall be as specified in the regulations made under the the Funeral, Burial, and Cremation Services Act (FBCSA), 2002, The Bereavement Authority of Ontario (BAO) and Ontario Regulations (O. Reg.) 30/11 and 184/12.
- e) Purchasers of Interment Rights acquire only the rights and privileges of interment of human remains and the placement of a monument or marker, subject to the by-laws. Before carrying out an interment the following documents are required:
 - the written consent of the Interment Rights holder and
 - a Burial Permit or a Certificate of Cremation.
- f) The transfer of interment rights are not binding upon the cemetery until a duly executed transfer has been completed with the cemetery. Transfer of Interment Rights are subject to an administration fee.

2. Resale of Interment Rights

Purchasers of Interment Rights acquire only the right to direct the burial of human remains and the installation of monuments, markers and inscriptions, subject to the conditions set out in the cemetery by-laws. The purchase of Interment Rights is not a purchase of real estate or real property. An Interment Rights holder wishing to resell their Interment Rights must advise the cemetery of their intention prior to seeking a third-party buyer for their Interment Rights subject to:

- a) Notice of Resale and Transfer of Interment Rights:
Interment Rights holders wishing to sell their rights must first offer the Interment Rights to the cemetery. If the cemetery does not wish to re-purchase the Interment Rights, the Interment Rights 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 office and the Interment Rights holder and purchaser meets the qualifications and requirements as outlined in the cemetery's by-laws. Transfers are subject to payment of an administration fee.
- b) Cancellation of Interment Rights
Subject to terms and conditions as outlined in FBCSA (2002), O. Reg. 30/11 and 184//12, and the BAO.
- c) If any portion of the Interment Rights have been exercised, the purchaser, or the Interment Rights holder(s) is/are not entitled to cancel the contract or re-sell the Interment Rights.
- d) The Interment Rights holder(s) who intend to sell their rights shall provide the following documents to the cemetery so that the cemetery can be satisfied with the authority and identify of the seller and confirm the ownership of the rights:
 - an Interment Rights Certificate endorsed by the current rights holder
 - any other documentation in the Interment Rights holder(s) possession relating to the rights
- e) The third-party purchaser will be provided with the following documents by the cemetery:
 - 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 price list
- iv. a copy of the Consumer Information Guide

The cemetery will require:

- i. a statement signed by the rights holder(s) selling the Interment Rights acknowledging the sale of the Interment Rights to the third-party purchaser
 - ii. confirmation that the person selling the Interment Rights is the person registered on the cemetery records and that they have the authority to re-sell the Interment Rights
 - iii. to record the date of transfer of the Interment Rights to the third party
 - iv. the name and address of the third-party purchaser(s)
 - v. a statement of any money owing to the cemetery in respect to the Interment Rights.
- f) Once the endorsed certificate and all required authorizations and information has been received by the cemetery from the rights holder(s), the cemetery will issue a new Interment Rights Certificate to the third-party purchaser.
- g) Upon completion of the above listed procedures, and upon the issuance of the new Interment Rights Certificate, the third-party purchaser or 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 cemetery by-laws.
- h) All of the appropriate paperwork must be duly completed before the cemetery reimburses the rights holder(s).
- i) All resales of Interment Rights must be carried out through the cemetery officer and are subject to an administration fee.

D. BURIAL OF REMAINS

1. Interment Rights holder(s) must provide written authorization prior to a burial or an entombment taking place. Should the Interment Rights holder be deceased, authorization must be provided in writing by the person authorized to act on behalf of the Interment Rights holder in keeping with The Succession Law Reform Act - i.e.- personal representative, estate trustee, executor or next of kin.
2. A Burial Permit issued by the Registrar General or equivalent document showing that the death has been registered with the Province must be provided to the cemetery office prior to a burial or entombment taking place. A Certificate of Cremation must be submitted to the cemetery office prior to the burial of cremated remains taking place.
3. In accordance with the FBCSA and O. Reg. 30/11 and 184/12, the purchaser of Interment Rights must enter into a cemetery contract, providing such information as may be required by the cemetery for the completion of the contract and the public register prior to each burial or entombment of human remains.
4. Payment in full must be made to the cemetery before a burial can take place.

5. The cemetery shall be given twenty-four (24) hours notice, eight (8) of which must be business hours, for each burial of human remains.
6. The opening and closing of graves, crypts, and niches may only be conducted by cemetery staff or those designated to do work on behalf of the cemetery.
7. Scattering of human remains is strictly prohibited throughout the cemetery.
8. The cemetery reserves the right of passage over every lot so that cemetery operations may be performed.
9. No burial will take place on Sunday or the following holidays: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day or Boxing Day.
10. Artificial grass, lowering devices and other equipment shall be supplied by the cemetery. Tents are available upon request.
11. No more than two cremations may be buried in one lot in which a casket containing human remains has been interred.
12. No more than one burial may be made in one lot other than that of a mother and a child or a father and a child, except when a double depth burial has been provided for.
13. No more than four cremated remains may be interred in one full size lot.
14. No more than three stillborn remains may be interred in one full size lot.
15. 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 along with prior notification from the Medical Officer of Health. A certificate from the local Medical Officer of Health must be received at the cemetery office before the removal of casketed human remains from the cemetery may take place. A certificate from the local Medical Officer of Health is not required for the disinterment of cremated remains from a lot or the removal of cremated remains from the cemetery. The cemetery shall set the date and time of all disinterments. The cemetery reserves the right to deny a request for disinterment when conducting of same could potentially pose a danger or risk of injury to cemetery employees.
16. 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 as per FBCSA, Section 102.1.

17. No interment, installation of marker, or monument shall be allowed until the Interment Rights have been paid for in full.
18. Burial vaults as requested and purchased by the consumer shall be installed under the direction of the cemetery.

E. DEFAULT

If the purchaser does not make payment within sixty days of a payment due date, the cemetery has the right, exercisable by written notice to the purchaser at their latest address recorded with the cemetery and subject to O. Reg. 30/11, Section 129, to declare the purchaser in default. The purchaser will then have six months from the date of the default notice to make the necessary payments.

F. MEMORIALIZATION

1. Markers from a supplier may be installed provided that they comply with the by-laws and are delivered to the cemetery accompanied by:
 - a) the foundation fee
 - b) the payment of The Care and Maintenance Fund charge
2. No monument, foot stone, marker, or memorial of any description shall be placed, moved, altered, or removed without permission from the cemetery.
3. Minor scraping of the monument, monument base, or marker due to grass/lawn maintenance is considered normal wear and tear.
4. The cemetery will take all reasonable precautions to protect the property of Interment Rights holders. However, the cemetery assumes no liability for the loss of, or damage to, any monument, marker, or other structure, or part thereof.
5. Memorials such as monuments, markers, plaques, etc., are owned by the Interment Rights holder. The cemetery is not responsible for their loss or deterioration. These memorials should be protected by the Interment Rights holder's own insurance coverage.
6. The cemetery reserves the right to determine the maximum size of monuments, their number and their location on each lot. They must be of a size that would not interfere with any future interments.
7. All foundations for monuments and markers shall be built by, or contracted to be built for the cemetery at the expense of the Interment Rights holder.
8. Should any monument or marker present a risk to public safety because it has become unstable, the cemetery shall do whatever it deems necessary by way of repairing,

resetting, or laying down the monument or marker or any other remedy to remove the risk.

9. The cemetery operator reserves the right to remove, at its sole discretion, any marker, monument, or inscription which is not in keeping with the dignity and decorum of the cemetery as determined by the cemetery.
10. A monument, private mausoleum, or other structure shall be erected only after the specific design plans have been approved by the cemetery which will include but not be limited to: dimensions; materials to be used; construction details; and proposed location.
11. No monument shall be delivered to the cemetery for installation until the monument foundation has been completed, and the Interment Rights holder(s) and/or marker retailer have been notified by the cemetery.
12. No marker or monument may be installed without the written consent of the Interment Rights holder.

G. TECHNICAL SPECIFICATIONS

1. No inscription or ornamentation shall be placed on any marker which is not in keeping with the dignity and decorum of the cemetery. No inscriptions shall be allowed on the back of any monuments.
2. Only one marker may be placed on a lot except when cremated remains or an infant have been interred in a lot containing a full size burial.
3. Maximum for a single cremated remains is 28 inches by 14 inches (71 cm by 36 cm) and for two cremated remains on one lot the maximum is 16 inches by 8 inches (41 cm by 20 cm).
4. Marker with no pad not to exceed 18 inches (46 cm) in width.
5. Marker with pad not to exceed 14 inches (36 cm) in width.
6. Granite base with pad not to exceed 14 inches (36 cm) in width.
7. Flat markers or bronze markers on a granite base with no pad not to exceed 18 inches (46 cm) in width. Permitted materials: all monuments and markers will be of granite or bronze material. Marble or pre-cast material is not permitted.

Single Lot:

Monument not to exceed 40 inches (102 cm) in height from ground level and 30 inches (76 cm) in length of base. A minimum 3 inch (8 cm) wash front, back and sides of the die is mandatory.

Double Lot:

Monument not to exceed 48 inches (122 cm) in height from ground level and 60 inches (152 cm) in length of base. A minimum 3 inch (8 cm) wash front, back and sides of the die is mandatory.

Prestige Corners:

Monuments on prestige corners (8 graves) may vary from these regulations, however a detailed drawing giving sizes, material and design must be submitted to the cemetery for approval prior to installation.

Cremation Markers:

Cremation markers will be set flush with the ground, as will markers in similar designated areas. The maximum size is 20 inches x 10 inches (51 cm x 25 cm) & 24 inches x 12 inches (61cm x 30 cm) in mausoleum cremation section.

Children's Graves:

Die size not to exceed 14 inches (36cm) in width, 4 inches (10 cm) in thickness, and 16 inches (41 cm) in height. Base size not to exceed 18 inches (46 cm) in width, 8 inches (20 cm) in thickness and 8 inches (20 cm) in height. A minimum 2 inch (5 cm) wash front, back and sides of the die is mandatory.

Baby Graves:

Die size not to exceed 10 inches (25 cm) in width, 4 inches (10 cm) in thickness and 12 inches (30 cm) in height. Base size not to exceed 18 inches (46 cm) in width, 8 inches (20 cm) in thickness and 8 inches (20 cm) in height. A minimum 2 inch (5 cm) wash front, back and sides of die is mandatory. Flat markers maximum size is 12 inches by 6 inches (30 cm x 15 cm).

Any monument, other than that memorializing a grave, such as proposed by a legion, church or other organization will be subject to approval by the cemetery.

H. DECORATION OF GRAVES

1. Flower beds are permitted to extend up to 18 inches (46 cm) from the base of the monument.
2. Borders must be made of granite or pre-cast concrete. All other materials are strictly prohibited.

3. Borders or flower beds are not permitted around flat marker graves or graves not adorned with an upright monument. Planting of a tree, of any kind, is permitted with the prior approval of the cemetery.
4. Flower beds and other plantings that are not properly weeded will be removed at the discretion of the cemetery.
5. Vessels such as glass jars and vases are not permitted at grave sites. Watering cans or jugs are not to be left at the grave sites, behind monuments, or hanging from trees or water taps.
6. Loose stones, wood chips, thorned plants, or trellises are strictly prohibited.
7. The cemetery reserves the right to regulate the articles placed on lots or plots that could potentially pose a threat to the safety of all Interment Rights holders, visitors to the cemetery, and cemetery employees, or that would prevent the cemetery from performing general cemetery operations, or are not in keeping with the respect and dignity of the cemetery. Prohibited articles will be removed and disposed of without notification. The following items are prohibited: articles made of hazardous materials such as non-heat resistant glass (excludes glass attached to monuments), ceramics, corrosive metals, loose stones, sharp objects, trellises, arches, or chairs/benches not provided by the cemetery.
8. The cemetery reserves the right to disallow or remove quantities of memorial wreaths or flowers considered to be excessive and that diminish the otherwise tidy appearance of the cemetery.
9. Memorial wreaths may be placed in the cemetery only between the 1st of October and the 15th of April. In order to prepare the grounds for spring, wreaths must be removed prior to April 15th. Wreaths not removed by April 15th will be removed and disposed of by the cemetery without notification.

I. CARE OF LOTS AND PLANTING

A portion of the purchase price of Interment Rights is trusted into The Care and Maintenance Fund. The income generated from this fund is used to maintain, secure, and preserve the cemetery grounds and markers including:

- re-levelling and sodding or seeding of lots or grounds
- maintenance of cemetery roads, lighting, sewers, and water systems
- maintenance perimeter walls and fences
- maintenance of cemetery landscaping
- maintenance of mausoleum and columbarium
- repairs and general upkeep of cemetery maintenance buildings and equipment

1. No person other than cemetery staff shall remove any sod or in any other way change the surface of the burial lot in the cemetery.
2. No person shall plant flower beds or shrubs in the cemetery except with the approval of the cemetery.
3. Flowers placed on a grave for a funeral shall be removed by the cemetery staff after a reasonable time to protect the sod and maintain the tidy appearance of the cemetery.
4. All lots and graves shall be properly graded, sodded or seeded and mowed by the cemetery as weather permits.
5. No person shall change the grading of the lots or raise monuments. In case of any such change, the cemetery may restore the lot and /or marker to the proper grade at the expense of the interment rights owner.
6. The cemetery shall not be responsible for loss of or damage to any articles left in the cemetery (eg. wreaths, flowers, etc.)

J. CONTRACTOR/MONUMENT DEALER BY-LAWS

1. 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. Requirement for pre-approval includes but is not limited to: landscaping, delivery of monuments and markers, inscriptions, designs, drawings, plans, detailed specifications relating to the work, proof of all applicable government approvals and permits, and the location of the work to be performed. It is the responsibility of all contractors to report to the cemetery office and provide the necessary approvals before commencing work at any location on the cemetery property.
2. Prior to the start of any work, contractors must provide proof of (any or all may apply depending on your specific operation and the type and scope of work being performed):
 - WSIB coverage
 - Occupational Health and Safety Compliance Standards
 - environmental protection
 - proof of WHMIS accreditation
 - evidence of liability insurance of not less than \$2,000,000.00
3. All cemetery by-laws apply to all contractors and all work carried out by contractors within the cemetery grounds.
4. Contractors, monument dealers and suppliers shall not enter the cemetery in the evening, weekends or statutory holidays, unless prior approval has been granted by the cemetery.

5. No work will be performed at the cemetery except during the regular business hours of the cemetery.
6. Contractors shall temporarily cease all operations if they are working within 100 meters of a funeral until the conclusion of the service. The cemetery reserves the right to temporarily cease contractor operations at its sole discretion if the noise stemming from the work being performed by the contractor is deemed to be a disturbance to any funeral or public gathering within the cemetery.
7. Contractors, monument dealers and suppliers shall lay wooden planks on the burial lots and paths over which heavy materials are to be moved to protect the surface from damage.

Strict adherence to the cemetery by-laws is mandatory. Contravention of cemetery by-laws, willful or otherwise, will result in a contractor being permanently banished from the cemetery.

K. CORRECTION OF ERRORS

The cemetery may, to correct any error that may have been made by it either in conducting an interment, disinterment or removal, or in the description, transfer or granting of Interment Rights, either cancel such grant and substitute a grant in lieu thereof of other Interment Rights of equal value and similar location as far as is reasonably possible and as may be selected by the cemetery, or refund the money paid on account for the purchase of said Interment Rights. In the event of any such error that may involve the interment or disinterment of the remains of any person or persons, the cemetery with the permission of the local Medical Officer of Health and Interment Rights owner, may remove and re-inter the remains in such other location of equal value and similar location as may be substituted and granted in lieu thereof.

APPENDIX A

Windsor Memorial Gardens Cemetery Mausoleum and Columbarium Rules and Regulations

Interment Rights:

1. Interment Rights may be sold only by the cemetery. The cemetery shall provide each Rights purchaser, at the time of the sale, with:
 - a copy of the contract
 - a copy of the by-laws
 - a copy of the Consumer Information Guide
2. Upon payment in full, a Certificate of Interment Rights will be issued.
3. All prices for Interment Rights, cemetery services and supplies shall be set out in the most recent tariff of rates filed with the Ministry of Consumer and Commercial Relations. Prices for Interment Rights shall include the applicable portion required for deposit to The Care and Maintenance Fund. A copy of this tariff is available to the public at the cemetery office.
 - a. In the case of a crypt, 20% of the selling price.
 - b. In the case of a columbarium niche, 15% of the selling price.
4. Purchasers of Interment Rights acquire only the rights and privileges of interment of human remains and the placement of a plaque, subject to the by-laws.
5. The transfer of Interment Rights are not binding upon the cemetery until a duly executed transfer has been completed with the cemetery. The transfer will be subject to an administration fee.

Operations and Maintenance:

1. No more than one cremated remains may be inurned in one niche unless the niche has been previously approved for (constructed as a “companion” or double niche) more than one cremated remains.
2. No more than one entombment may be made in one crypt unless it is a tandem crypt which would allow two full casket entombments.
3. No disinterment shall be made without the written consent of the local Medical Officer of Health and the owner of the Interment Rights or his/her legal representative, except on order from the court as provided in the regulations under the Funeral, Burial, and Cremation Services Act (FBCSA), 2002, Bereavement Authority of Ontario (BAO) and Ontario Regulations (O. Reg.) 30/11 and 184/12.

4. The cemetery shall set the date and time of all disentanglements.
5. No entombment, inurnment, or installation of a memorial shall be allowed until the Interment Rights and/or services have been paid in full.
6. Notice of an entombment or inurnment must be given twenty four (24) hours, eight (8) of which must be business hours, in advance of the time of entombment or inurnment which time shall not include Saturday, Sunday, or a statutory holiday.
7. Only artificial flowers are allowed in the mausoleum and only artificial flowers can be placed in vases on the niche or crypt. Urns must be approved for use in glass front niches by the cemetery. Only urns made of non-corrosive material will be considered for approval. Any other adornments, signs or insignias are strictly prohibited. Placing of flowers, wreaths, vigil lights or any other obstruction on walkways surrounding the mausoleum is strictly prohibited. The cemetery reserves the right to remove any such obstruction. Open flamed candles or fuel burning lights are strictly prohibited. Jars, vases, potted plants and any other vessels containing water are strictly prohibited.

Mausoleum Memorializations (Mausoleum 1):

1. Memorialization on crypt/niche fronts shall consist of one bronze plaque on each front with dimensions of : 14 inches by 24 inches (36 cm by 61 cm) on crypts, 8 inches by 12 inches (20 cm by 30 cm) on niches.
2. Picture holders on crypt/niche fronts must be of bronze material, uniform in design and attached to plaques.
3. Vigil lights & vases of bronze material to be centred below plaques on granite shutter.

Mausoleum Memorializations (Mausoleum 2):

1. Memorialization on single crypt fronts shall consist of one bronze plaque centred on each front.
2. Dimensions: 7 inches by 25 inches (18 cm by 64 cm) with a black granite or insert that is 6 inches by 18 inches (15 cm by 46 cm) lettered only with Roman modified sunken letters and highlighted with only white lithco.
3. A photoceramic picture, 2 inches by 3 inches (6cm by 8cm) maximum size in black and white or colour may be mounted on a black granite insert with or without bronze frames.
4. Bronze vigil lights and flower vases not to exceed 7 inches (18 cm) in height and 3 inches (8 cm) in width are allowed to be attached only to the bronze plaque.

5. Nothing is to be attached to marble crypt shutter other than a bronze, 25 inches by 7 inches (64 cm by 18 cm) plaque with black granite insert. Any combination of two vases or two vigil lights or one vase and one vigil light is acceptable. When only one vigil light is used, the light will be mounted on the left side of the plaque. When only one vase is used, the vase will be mounted on the right side of the plaque. When one vase and one vigil light are used, the light shall be mounted on the left side of the plaque and the vase will be mounted on the right side of the plaque. All vigil lights and vases shall be centred on their designated sides of the plaque.
6. Memorialization on tandem crypt fronts shall consist of no more than two bronze plaques with the same size, vase and picture constraints as memorialization for single crypt plaques. They too shall be centred with a 4 & ¾ inch (12 cm) space between the top of the lower plaque and the bottom of the upper plaque.
7. Memorialization for single glass faced niches shall consist of no more than one bronze name plate. Dimensions: 6 and ½ inches by 2 and ½ inches (17 cm by 6 cm) only. Only one photoceramic picture not exceeding 2 inches by 3 inches (6 cm by 8 cm) in a bronze frame will be allowed in single niches. No other types of frames or name plates will be allowed. One bronze vase will be allowed placed on the bottom left side of the niche.
8. Memorialization for companion (double) niches shall consist of one bronze name plate. Dimensions: 6 and ½ inches by 2 and ½ inches (17 cm by 6 cm). Two 2 inch by 3 inch (6 cm by 8 cm) photoceramic pictures in bronze frames will be allowed in companion (double) niches.
9. Marble faced niches shall be memorialized with engraved (sunken letters finished with black lithco only. No other colours will be allowed.
10. No flower vases are allowed on marble faced niches.

Buyback of Interment Rights:

The interment rights holder may, by written demand, request the cemetery to repurchase the rights at any time before they are used subject to the following: the repurchase price of interment rights shall be determined by establishing the amount paid by the purchaser for the rights less the amount paid by the cemetery into The Care and Maintenance Fund or the predecessor of such fund and will be subject to an administration fee.

Disinterments:

1. No disinterment shall be made without the written consent of the local Medical Officer of Health and the owner of the Interment Rights or his/her legal representative, except on

order from the court as provided in the regulations under the FBCSA, BAO, and O. Reg. 30/11 and 184/12.

2. The cemetery will set the date and time of all disinterments. The cemetery shall not be responsible for any damage which occurs to the casket during the removal or disinterment. If damage does occur, the family will be notified and a new container must be purchased in order to proceed with the disinterment. The owner of the crypt or next of kin may not be present during the disinterment.
3. In the event of an error in conducting an interment, disinterment or in the granting or the description or granting of a niche or crypt, the cemetery can either cancel such grant or substitute a niche or crypt of equal value on a similar location as far as reasonably possible or refund the money paid on account for the purchase.
4. In the event that a disinterment is required, the cemetery, with the permission of a local Medical Officer of Health and lot owner, may remove and re-inter the remains.

APPENDIX B

RULES AND REGULATIONS FOR BENCHES

1. All benches will be purchased from and be installed by the cemetery.
2. The bench will be made of granite.
3. The bench cannot exceed four feet (122 cm) in length or three feet (91 cm) in height for a double plot. The bench cannot exceed 30 inches (76 cm) in length or 36 inches (91 cm) in height for a single plot.
4. The cemetery will not be responsible for any repairs to and maintenance of benches.
5. The cemetery will use extreme care in removing a bench for a burial but assumes no responsibility for any damage that may occur.

This agreement shall apply to the benefit of and be binding upon the heirs, executors, administrators, successors, and assignees of the parties.

ACKNOWLEDGEMENT & AGREEMENT

I/We hereby acknowledge receiving a copy of the By-Laws of Windsor Grove Cemetery/Windsor Memorial Gardens Cemetery and agree to the terms and conditions set out therein.

Dated at Windsor, Ontario this _____ day of _____, _____.

PURCHASER(S):

Signed by: _____

Print Name: _____

RECEIVED ON BEHALF OF THE CEMETERY:

Signature: _____

Print Name: _____

July 22, 2021