

# **ST. GEORGE’S UKRAINIAN CATHOLIC PARISH IN OSHAWA**

## **RULES AND REGULATIONS OF SAINTS WOLODYMUR AND OLHA UKRAINIAN CEMETERY IN THE TOWN OF COURTICE IN THE REGIONAL MUNICIPALITY OF DURHAM**

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### **Cemetery By-laws**

These by-laws are the rules that govern the operations of **Saints Wolodymyr and Olha Ukrainian Cemetery**. They are in compliance with the Funeral, Burial and Cremation Services Act, 2002 (FBCSA), Ontario Regulation 30/11 (O. Reg. 30/11) and Ontario Regulation 184/12 (O. Reg. 184/12), and have been approved by the Registrar, FBCSA, Bereavement Authority of Ontario (BAO) (“the Registrar”).

Effective date: April 30, 2026

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### **Approval History**

Approved at the annual meeting of the members of St. George's Ukrainian Catholic Parish in Oshawa on December 12, 1976

Amended at the annual meeting of the members of St. George's Ukrainian Catholic Parish in Oshawa on January 14, 2007

Amended and approved at the Board of Trustees meeting of the Ukrainian Cemetery of St. Wolodymyr and Olha in Oshawa, January 20, 2025

## SECTION A: PURPOSE AND ADMINISTRATION

- 1) The parish of St. George's Ukrainian Catholic Church of the city of Oshawa, in the regional municipality of Durham, through the Ukrainian Catholic Episcopal Corporation of Eastern Canada, a corporation incorporated under the laws of Canada, with its head office in the city of Toronto, has purchased certain land in the town of Courtice, in the regional municipality of Durham, for the purposes of establishing a *cemetery* for the burial of its church members.
- 2) The established *cemetery* was given the name: *SAINTS WOLODYMYR AND OLHA UKRAINIAN CEMETERY*.
- 3) Application was filed according to Ontario law and requirements, and the license was received from the Ministry of Consumer and Business Services Act in December 1969 (*Revised Cemeteries Act 1990*)
- 4) The objective of said *cemetery* is to provide a proper and orderly burial ground for members of the parish of St. George's Ukrainian Catholic Church of the city of Oshawa, in accordance with the customs, canons and laws of the Ukrainian Catholic faith in Canada and pursuant to the rules and regulations herein contained and the Laws of Ontario.
- 5) *Sts. Wolodymyr and Olha Ukrainian Cemetery* is situated on part of lot 34, Concession 1, in the town of Courtice in the regional municipality of Durham, in the Province of Ontario and covers about 20 (twenty) acres of land.
- 6) *The Ukrainian Catholic Church of St. George the Great Martyr in Oshawa owns the license to operate Sts. Wolodymyr and Olha Ukrainian Cemetery.* The Parish Priest serves as the parish representative in matters concerning the administration of the cemetery.
- 7) The governing body responsible for the administration and management of the said *cemetery* is the *Board of Trustees* which includes the Parish Priest.
- 8) The *Board of Trustees for Sts. Wolodymyr and Olha Ukrainian Cemetery* is to consist of the following members:
  - a) Parish Priest as *Chairman* of the *Board* of Trustees;
  - b) Recording Secretary;
  - c) Treasurer; and
  - d) 2 or 3 Voting Members.Only good standing members of the St. George's Ukrainian Catholic Parish may stand for election to the *Board of Trustees*.
- 9) The *Administrator* and *Caretaker* are employees of the *cemetery* and may be invited to participate in meetings and advise the *Board of Trustees* on occasion, but they do not have the *rights* of elected members or voting privileges. The *Administrator* oversees the daily operation of the *cemetery*.
- 10) No interment or removal of the bodies shall take place without notice to the *Administrator*, and he/she shall see that a proper Burial Permit or other certificates required by law are provided to him/her in each instance before an interment or removal takes place.
- 11) Each member of the *Board of Trustees*, except the Parish Priest(s), shall be elected by a majority of votes cast by members of the parish of the Ukrainian Catholic Church of St. George's of the city of Oshawa in

the regional municipality of Durham, present and voting at the annual meeting of the said parish, to be held each year. Each member of the *Board* is elected for a term of two (2) years.

- 12) The duly elected and constituted *Board* of Trustees is to hold monthly meetings. The time and place of all meetings of the said *Board* are to be determined by the Parish Priest who shall give at least two days' notice of the meeting. In the event that additional meetings are required, such meetings may be called by the members of said *Board*.
- 13) The minimum number of members of said *Board* required to be present to constitute a valid meeting of said *Board* shall be three (3), not counting the Parish Priest.
- 14) All issues to be decided by said *Board* shall be decided by a majority vote of the members of said *Board* present and voting at any regular meeting. The *Chairman* of the *Board* shall have the deciding vote in case of an even split.
- 15) In the event that a member of the *Board* of Trustees is incapacitated, retires or resigns, his or her position shall be filled by the appointment of a temporary member by the Parish Priest of St. George's Ukrainian Catholic Church in Oshawa. Such member shall continue in his or her appointment until the next annual meeting of St. George's Ukrainian Catholic Church in Oshawa.
- 16) Initiatives for improvement of the *cemetery* which requires large expenditures and as a result requires a mortgage loan, must be approved at a general meeting of the members of St. George's Ukrainian Catholic Church and must be approved in writing by the Ukrainian Catholic Episcopal Corporation for Eastern Canada.
- 17) Remuneration of *cemetery* staff shall be negotiated between the staff and the *Board* of Trustees.

## **SECTION B: DEFINITIONS**

### **ADMINISTRATOR:**

Shall mean the person appointed by the *Board* to take responsibility for the administrative needs of the *cemetery*.

### **BAO:**

Shall mean the Bereavement Authority of Ontario, which is the government delegated authority that regulates the Funeral Burial and Cremations Services Act, 2002 (FBCSA) and regulations thereunder, in the province of Ontario.

**BOARD:** Shall mean the duly elected *Board* of Trustees for *Sts. Wolodymyr and Olha Ukrainian Cemetery*.

**CARETAKER:** Shall mean the person appointed by the *Board* of Trustees as *Caretaker* of *Sts. Wolodymyr and Olha Ukrainian Cemetery*.

### **CEMETERY:**

Shall mean *Sts. Wolodymyr and Olha Ukrainian Cemetery* located at 1110 Prestonvale Rd., in the town of Courtice, in the Regional Municipality of Durham.

### **CERTIFICATE OF OWNERSHIP/INTERMENT RIGHTS:**

Shall mean the document (Interment Rights Certificate/Deed) issued by the *Administrator* of the *cemetery* to the purchaser of interment *rights* to a specific lot and/or plot and have been paid in full, identifying ownership and authority over those specific interment rights.

**CHAIRMAN:** Shall mean the *Chairman* of the *Board* of Trustees for *Sts. Wolodymyr and Olha Ukrainian Cemetery*.

**CHILDREN'S GRAVE:** Shall mean any burial space of less than 8' x 3' (2.4 m x 0.9 m) and intended for burial of children.

**CARE AND MAINTENANCE FUND (CMF):**

Shall mean the Care and Maintenance Fund (CMF) is held and administered by the Public Guardian and Trustee. The cemetery maintains a General Operating Account into which CMF interest, along with other income generated from cemetery operations, is deposited.

**COLUMBARIUM:** Shall mean an above ground structure designed for burial of cremated human remains.

**CONTRACT:**

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

**CORNER-POSTS:** Shall mean any stone or other land *marker* set flush with the surface of the ground and used to indicate the corners of a plot.

**DEED (INTERMENT RIGHTS CERTIFICATE):**

Shall mean the certificate issued by the *Administrator* of the *cemetery* to the purchaser of interment *rights* for a particular lot. Once the interment rights have been paid in full, identifying ownership and authority over those specific interment rights.

**GENERAL CARE AND MAINTENANCE ACCOUNT:**

Shall mean the FBCSA, O. Reg. 30/11 and O. Reg. 184/12 require that an amount of money, that is the greater of a minimum prescribed amount and a percentage of the purchase price (excluding tax) of all interment rights sold, transferred or assigned; and prescribed amounts for monuments and markers, be contributed into the operator's care and maintenance trust fund. Interest earned from this Care and Maintenance Fund is used to cover the costs of care and maintenance of the cemetery, including markers and monuments, in perpetuity.

**GRAVE/LOT:** Shall mean any burial space of sufficient area for one opening for an adult and having a minimum size of 8' x 3' (2.4 m x 0.9 m).

**INTERMENT RIGHTS:**

Shall mean the right to require or direct the interment or disinterment of human remains or cremated human remains in a grave, lot, or niche and to authorize the installation (and inscriptions) of a monument or marker.

**INTERMENT RIGHTS HOLDER:**

The person(s) authorized or entitled to authorize the interment of human remains in a specified lot. They may be the person named in the Interment Rights Certificate or such other person to whom the rights have

been assigned.

**LEDGER TOMB OR TABLE TOMB:** Shall mean a large flat cover over the entire *grave*.

**MARKER:** Shall mean any memorial of granite, marble, or bronze set flush with the surface of the ground and used to mark the location of a *grave*.

**MINISTRY:** Shall mean the Ministry of Public and Business Service Delivery and Procurement (MPBSDP).

**MONUMENT:** Shall mean any permanent memorial projecting above ground level.

**NICHE:** Shall mean an individual compartment in a *columbarium* for the entombment of cremated human remains.

**OPENING AND CLOSING FEE:** The fee charged by the cemetery operator to excavate a grave for an interment and then refill the grave, or to open and re-seal a niche or crypt for the entombment of a casket or urn with cremated remains.

**OWNER:**

Shall mean the party or parties listed in the records of the *cemetery* as owning the interment *rights* for a particular *lot, plot* or *niche*.

**PGT:** Shall mean the Office of the Public Guardian and Trustee that manages the *CMF*.

**PLAN:** Shall mean the plan of the *cemetery*, filed with the Bereavement Authority of Ontario.

**PLOT:** For the purpose of these by-laws a **plot** means two (2) or more lots in respect of which the rights to inter have been sold as a unit.

**TREASURER:** Shall mean the Treasurer, member of the *Board of Trustees for Sts. Wolodymyr and Olha Ukrainian Cemetery*.

**TRUST FUNDS:** Shall mean those funds in which the *Board of Trustees* may invest, and which are defined in *The Trustee Act, R.S.O. 1960*.

## **SECTION C: GENERAL INFORMATION**

### **Hours of Operation**

Visitation Hours:

- Summer season (April 1 – November 30) Dawn to Dusk
- Winter season (December 1 – March 31) Closed for Visitation

Office Hours: 9:00 am - 5:00 pm

Burial Hours: 10:00 am - 4 :00 pm

The cemetery avenues are not maintained during the winter season (November 1 to April 30 inclusive) except for funeral processions. **Visitors entering the cemetery do so at their own risk.**

**General Conduct:** The cemetery operator 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 other visitors, or any service being held.

**Please refer to Section H for additional Rules for Visitors.**

**Pricelist:** All prices and payments for interment rights, cemetery services, and merchandise shall be in accordance with the current price list approved by the Board of Trustees of Sts. Wolodymyr and Olha Ukrainian Cemetery. Interment rights in a lot or niche may be purchased from the Cemetery Operator at the rates set out in the current approved price list.

The fee for interment includes the opening and closing of the grave, the burial permit, and HST. The amount of this fee shall be published in the cemetery's current price list.

**Liability:** The cemetery operator will not be held liable for any loss or damage, without limitation (including damage by the elements, acts of God, or vandals, thieves, strikers invasions, insurrections, riots or orders of any military or civil authority whether damage is direct or indirect) to any lot, plot, columbarium niche, mausoleum crypt, monument, marker, or other article that has been placed in relation to an interment right, except for loss or damage caused by gross negligence of the cemetery operator.

The *Board* shall take reasonable precautions to protect the property of interment *rights* holders, but they assume no liability or responsibility for the loss of, or damage to, any article of any type that is placed on any *lot*.

**By-law amendments:** The cemetery shall be governed by these by-laws, and all procedures will comply with the FBCSA and O. 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 of the Board of Trustees of St. Wolodymyr and Olha Ukrainian Cemetery and the Registrar, FBCSA, BAO and do not come into force until approval is received.

**Correction of Interment Errors:** In case of an error made by the cemetery operator during an interment, disinterment or removal, or in the transfer of any interment rights for a lot, plot, crypt or niche, the cemetery operator reserves the right to correct the error, and will take the following action, in consultation with the interment rights holder or their authorized representative:

- In the case of a transfer of interment rights, cancel such transfer and substitute and grant in lieu thereof other interment rights such as lot, plot, crypt or niche of equal or greater value and similar location as far as is reasonably possible and as may be selected by the cemetery operator, in its sole and absolute discretion, or refund a portion or all the money paid on account of the purchases of said interment rights, as shall be determined by the cemetery operator.
- In the event of any such error that may involve the interment or disinterment or removal of the remains of any person or persons in any lot, plot, crypt or niche, the cemetery operator, upon written notification of the interment rights holder and the Medical Officer of Health, as necessary, may disinter and re-inter the remains in such other lot, plot, grave, crypt or niche of equal or greater value and similar location as may be substituted and granted in lieu thereof.

**Public Register:** As required by the FBCSA, all cemetery and crematorium operators must maintain a public register that is available to the public for review during regular office hours or by appointment, and without charge.

The Administrator of the cemetery shall maintain a detailed record of all sales, transfers, cancellations, and burials. For each burial, a written statement shall be provided to the Administrator containing the name of the deceased, place of birth, address of last residence (including street address, if any), age, date and place of death,

next of kin, date of interment, and the name of the funeral director, so that an accurate register may be kept.

**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 and consent from the Registrar, FBCSA, BAO, where necessary.

#### **SECTION D: PURCHASE OF INTERMENT RIGHTS**

The objective of the cemetery is to provide proper and orderly burial grounds for members of St. George's Ukrainian Catholic Parish in the City of Oshawa. The cemetery also welcomes other Ukrainians, Catholics, and their immediate family members to obtain interment rights at Sts. Wolodymyr and Olha Ukrainian Cemetery.

The purchase of interment rights is not a purchase of real estate or real property. Interment right holders 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 these cemetery by-laws. No burial, or installation of any monument, marker, inscription, or memorialization is permitted until the interment rights have been paid in full and the interment rights certificate (Deed) has been issued.

In accordance with the FBCSA and regulations, the purchaser of interment rights must enter into a contract with the cemetery operator, providing such information as may be required by the cemetery operator for the completion of the contract and the public register. The purchaser will receive:

1. A copy of the contract
2. A copy of the cemetery by-laws
3. A copy of the price list
4. The BAO's publication *A Guide to Death Care in Ontario*, also known as the "Consumer Information Guide."

The interment rights certificate will be forwarded to the person(s) listed as the interment rights holder(s) in the contract, after full payment is received.

The **contract** shall specify the location and number of the lot, plot or niche, name of the purchaser, name and address of the person(s) for whom the lot, plot or niche is being purchased, date of purchase, proportion of the sale price set aside for perpetual care, name and address of the trustee holding the perpetual care funds and amount paid.

The **Certificate of Interment Rights/Ownership (Deed)** shall contain the contract number of the Contract of Purchase and Sale of Interment Rights, name of the purchaser, date of purchase, name for whom the plot or niche has been purchased, location and number of the plot or niche and name and address of the cemetery. The contract is to be attached to the Certificate of Ownership/Interment Rights. Copies are to be retained in the office files.

The price of interment rights for a lot or niche shall include the portion required to be deposited into the Care and Maintenance Fund (CMF). Contributions to the CMF must be paid to the Public Guardian and Trustee in accordance with the requirements set out in the Funeral, Burial and Cremation Services Act, 2002, and its associated regulations, as administered by the Bereavement Authority of Ontario.

Funeral corteges within the cemetery shall follow the route indicated by the Caretaker.

**Opening and Closing of Graves or Lots:** The opening and closing of graves, vaults or niches may only be conducted by cemetery staff or those designated to do work on behalf of the cemetery. Exceptions may be made under special circumstances with the prior permission of the Board.

The cemetery retains the right of passage over every grave so that the cemetery operations may be performed effectively.

The Caretaker of the cemetery, their assistant, or another person employed or designated by the Board shall be in attendance at each interment.

The contractor opening a grave for burial shall be provided with the type and dimensions of the casket or vault, the precise location of the grave (accurately indicated on a diagram), and any specific instructions necessary to ensure the grave is opened correctly.

In digging a *grave*, no ground shall be placed on the adjoining *plots*, and after the *grave* has been filled in, the surplus material shall be removed to such place as may be designated by the *Caretaker* and the *grave* shall be seeded with grass seed as soon as reasonably possible. Mounds are not-permitted over *graves*.

Remains must be delivered to the cemetery for interment in a closed casket or rigid container. Bodies delivered or presented only in a shroud will not be accepted for interment.

The person(s) requesting an interment shall be responsible for all fees associated with the opening and closing of the grave. Where interment orders are given by telephone, such oral instructions must be confirmed in writing prior to the funeral.

**Notice Required:**

The cemetery requires at least 72 hours' notice for each interment of human remains or cremated human remains.

Interments or disinterments shall not be scheduled on Sunday, Good Friday, Christmas Day, or Easter Monday, except where a medical certificate indicates that the burial must occur within 24 hours of death, in accordance with the regulations of the Ontario Ministry of Health for the control of communicable diseases.

The cemetery will make every effort to provide interments as booked, but in the interest of public safety, should an extreme weather event occur that may make the cemetery unsafe, the cemetery operator may be forced to prevent an interment from occurring. Should this occur, the cemetery operator will make every effort to rebook the interment as soon as possible.

**Authorization, Information and Documents Required for a Burial:** The following items are required before an interment can take place:

**Contract:** For each burial of human remains, or of cremated human remains, the purchaser or rights holder(s) must enter into a contract as described above in **Purchase of Interment Rights**.

**Written Permission of Interment Rights Holder(s):** Interment rights holder(s) may be required to provide identification and written direction and authorization prior to a burial taking place. Should the rights holder(s) be the 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., Estate Trustee or authorized next of kin).

**Proof of Registration of Death:** A burial permit issued by the Registrar General (or equivalent document for deaths that occurred outside the province of Ontario) showing that the death has been registered must be provided to the cemetery operator (Board) prior to an interment taking place.

**Interment of Cremated Remains:** A Certificate of Cremation must be submitted to the cemetery operator prior to the burial of cremated remains.

**Payment:** Interment rights and all services must be paid for in full to the cemetery operator before a burial may take place.

**Scattering of Cremated Remains:** Scattering of cremated remains is prohibited anywhere on cemetery grounds.

**Burial Allowances for a Single Lot:**

- Amendments to the initial contract may be made by the purchaser (or a member of their immediate family or legal representative if the purchaser is deceased) to allow the placement of one urn containing cremated remains on the lot where a casket (vault) has been buried. In a lot where no casket (vault) has been buried a maximum of two urns may be interred.

Each grave shall be of sufficient depth to give a covering of at least three feet (3) of earth over the outside cover or shell of the coffin or other receptacle. **Please note that ‘outside covers’ over the grave (ledger tomb or table tomb) are no longer permitted by the cemetery.**

**Vaults:** The cemetery recommends that vaults be used for casket burials/interments.

**SECTION E: CANCELLATION OF INTERMENT RIGHTS  
WITHIN THE 30-DAY COOLING OFF PERIOD**

A purchaser has the right to cancel a contract for interment rights within thirty (30) days of signing the interment rights contract, by providing written notice of the cancellation to the cemetery operator. The cemetery operator will refund all monies paid by the purchaser within thirty (30) days from the date of the request for cancellation. However, if any portion of the interment rights purchased in this contract have been exercised, the contract is deemed to have been fulfilled, and the rights holder no longer has the right to cancel the contract and receive a refund for the rights purchased.

**SECTION F: RESALE, CANCELLATION OR TRANSFER OF INTERMENT RIGHTS  
AFTER THE 30-DAY COOLING OFF PERIOD**

**RESALE OF INTERMENT RIGHTS IS PERMITTED**

The rights holder has the right to sell their interment rights to a third-party before the rights are exercised, at an amount that is no greater than the price of those rights as indicated on the cemetery’s current price list at the time of resale. Before reselling the rights, the rights holder may first inquire whether the cemetery operator is willing to repurchase the rights at the original purchase price. Any resale of interment rights shall be in accordance with the requirements of the cemetery by-laws and in keeping with the FBCSA and Ontario Regulations.

All transactions shall be overseen and approved in writing by the Cemetery Administrator and processed as a transfer of title from the original Interment Rights Holder to the new purchaser.

The rights holder (or a member of his/her family or executor, if the owner is deceased and interred elsewhere) may sell the rights on the open market according to the following conditions:

**Requirements for a Third-Party Resale:** Upon selling the rights to a third-party purchaser, the rights holder must provide the third-party purchaser the following: \*

- The interment rights certificate endorsed with the following:
  - o A statement signed by the rights holder selling the rights, acknowledging the sale to the third-party purchaser.
  - o A signed confirmation by the cemetery operator that the person selling the rights is shown as the rights holder in the cemetery’s records.

- o The date on which the rights were sold to the third-party purchaser.
- o The name and address of the third-party purchaser.
- o A statement of any money owing to the cemetery operator in respect to the rights.
- A written statement of the number of lots that have been used in the plot to which the rights relate and the number of lots that remain available.
- Any other documents in the rights holder's possession relating to the rights.
- A copy of the current cemetery by-laws.

The purchaser of interment rights must be Ukrainian and/or Catholic and/or be a member of the immediate family of a Ukrainian and/or Catholic.

After the rights holder sells the rights to a third-party purchaser but before the purchaser exercises those rights, the purchaser must provide the cemetery operator with the endorsed certificate and any other information that the cemetery operator requires to issue a new certificate in relation to the rights.

Upon completion of the above listed procedures, and upon the issuance of the new interment rights certificate, the third-party purchaser shall be considered the current interment rights holder(s) and the purchase of the interment rights via the resale shall be considered final in accordance with the cemetery bylaws and the FBCSA.

**\*Transfer of Interment Rights**

If the rights holder transfers the rights to another person for no consideration (no money), the same obligations described above apply, with necessary modifications, to the rights holder and the transferee.

**Administration fee for resale or transfer**

In the case of a resale or transfer of rights, an administration fee applies for the cemetery operator to issue a new rights certificate to the third-party purchaser or transferee, as applicable. The fee, which is set out on the cemetery price list, is also charged for replacement of lost or damaged certificates.

**SECTION G: DISINTERMENT**

Human remains may be disinterred from a lot with the written consent of the interment rights holder (or family member or legal representative of the purchaser), the *Board* of Trustees and prior notification to the local Medical Officer of Health. Notification to the local Medical Officer of Health is not required for the disinterment of cremated remains.

In some circumstances, the disinterment of human remains may be ordered by one or more public officials (e.g., Court Order, Coroner's Office etc.) and will take place without the consent of the interment rights holder(s) and/or next of kin.

The cemetery is not responsible for damage to any casket, urn, container or vault which may occur during a disinterment. Additionally, due to the length of time that a casket, urn, container or vault has been interred and the conditions to which it has been exposed, the cemetery cannot guarantee that it can retrieve the complete casket, urn, container or vault interred in the cemetery. Should a new casket, urn or container be required at the time of disinterment, it shall be at the expense of the party authorizing the disinterment. Additionally, the cemetery operator has the right to request that a licensed funeral director be present for the disinterment at the expense of the party requesting the disinterment.

Disinterments will be scheduled at a day and time designated by the cemetery operator. The cemetery operator reserves the right to close the cemetery or the section where the disinterment is to take place. Only those persons required or permitted by the cemetery to attend a disinterment shall be allowed to enter the cemetery or the section involved during a disinterment.

If reinterment does not take place within the same lot and if existing memorialization (monument, marker, niche front or crypt front) needs to be removed, it will be at the expense of the person requesting the disinterment.

Once a disinterment has been completed, the lot space shall be considered available to the interment rights holder for a new interment, transfer or resale in accordance with these by-laws. If the grave, niche or mausoleum space from which a disinterment has occurred, is transferred or resold, the new interment rights holder must be made aware of the previous disinterment and agree in writing to such knowledge as part of the transfer or resale agreement.

## **SECTION H: CARE & PLANTINGS OF LOTS AND PROHIBITED / PERMITTED ITEMS**

- 1) All *lots/plots* and *graves* shall be kept properly graded and mown.
- 2) As provision has been made for perpetual care, the *Board* undertakes the grading, seeding, grass cutting and general care of the *lot/plot*.
- 3) If any trees or shrubs situated in any *lot/plot* shall, in the opinion of the *Board*, have become by means of their roots, or branches or in any other way, detrimental to the adjacent *lot/plots*, drains, roads or walks, or prejudicial to the general appearance of the grounds or inconvenient to the public, the *Board* may remove such trees or shrubs or parts thereof.
- 4) Flower beds not exceeding eighteen inches from the front of the *monument* shall be permitted. Where there is no *monument*, flower beds can only be made by permission of and under the supervision of the *Administrator*. Planting of borders around *lots/plots* is prohibited.
- 5) No person shall do any work upon a burial *lot/plot* without the permission of the *Administrator*.
- 6) Flower beds are required to be cleared of tender plants after the first frost in autumn. If those responsible for planting the flower beds desire to take any plants away, they should do so before their removal becomes necessary. To ensure that there is no unauthorized interference with flowers or decorations upon the *graves* or elsewhere in the *cemetery*, it is necessary to secure permission from the *Administrator* before removal.
- 7) Vases, urns and flower stands that are not properly cared for and such as are not filled with plants shall be removed from the *lot/plot*.
- 8) Borders, fences, railings, walls, cut-stones, copings and hedges in or around *lots/plots* are prohibited.
- 9) Rubbish shall not be thrown out on roads, walks or any part of the grounds. Receptacles are provided at convenient points on the grounds.
- 10) Implements or materials used in doing any work within the *cemetery* shall be removed without delay and if this is not done, the *Administrator* shall authorize the removal of same.
- 11) No unauthorized person shall lay sod, move corner posts or *grave marker* or in any other way change the surface of the burial lot/grave in the cemetery.
- 12) 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.
- 13) The cemetery operator 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.

- 14) Articles placed on lots are the sole responsibility of the interment rights holder(s). The cemetery operator cannot (Board) be held responsible for the loss or damage of any articles placed and/or left on any lot (grave) and/or plot within the cemetery.
- 15) The cemetery operator reserves the right to remove and dispose of any article deemed prohibited without notice. **Please contact the cemetery for clarification prior to purchasing or placing any articles on a lot (grave) and /or plot.**

### SECTION I: MONUMENTS AND MARKERS

- 1) For the purpose of these by-laws:  
*Monument* shall be understood to mean any permanent memorial projecting above ground level.  
*Marker* is a permanent memorial set flush/laid flat with the surface of the ground.
- 2) No *monument*, or other structure shall be erected or permanent on a lot, grave and/or plot until all outstanding charges related to the lot have been paid in full.
- 3) No monument, footstone, marker or memorial of any description shall be placed, moved, altered, or removed without permission from the cemetery operator.
- 4) No monument shall be delivered to the cemetery for installation until the monument foundation has been completed, and permission has been obtained by the cemetery operator.
- 5) All foundations for *monuments* and *markers* shall be built by the *Board*, or a contractor authorized by the *Board*, at the expense of the *owner* of the *plot*, (or family member or legal representative if the *owner* is deceased). The *Administrator* will advise the *monument* dealer when the foundation is ready.
- 6) *Monuments* to be erected shall be set upon adequate concrete bases. No foundation shall be less than 4' (120 cm) in depth. The upper surface of the base shall be 16" (40.5 cm) in width. The base is to be level. If the ground surface is sloped, the foundation is to be flush with the highest point of the ground.
- 7) The charge for the construction of foundations is set forth in the tariff of rates (Price list) and shall become due and payable upon completion of such construction.
- 8) No more than one (1) *monument* shall be erected on any one lot, grave and/or plot and this must be placed in the space reserved for it.
- 9) All permanent *markers* and *monuments* shall be constructed of bronze, granite, or marble. Temporary *markers* may be made of wood or other suitable material.
- 10) No inscription shall be placed on any *monument* which in the opinion of the *Board* is not in keeping with the dignity and decorum of the *cemetery*.
- 11) *Markers* of bronze, marble or granite are permitted but must not exceed 12" x 18" (30 cm x 45 cm) with a depth of 3" to 5" (8 cm to 13 cm). The upper surfaces must be flat with no projections and shall be set level with the ground surface. All *markers* shall be set by employees of the *Board* at the expense of the *plot owner* (or family member or legal representative if the *owner* is deceased).
- 12) Any *monument* or other structure, or any inscription which shall be determined by the *Board* to be offensive or improper is prohibited.

- 13) The cemetery operator (Board) 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 operator.
- 14) Minor scraping of the monument base of an upright monument due to grass/lawn maintenance is considered normal wear and tear.
- 15) The cemetery operator will take reasonable precautions to protect the property of interment rights holders, but it assumes no liability for the loss of, or damage to, any monument, marker, or other structure, or part thereof unless it is as a result of negligence by the cemetery.
- 16) Should any monument or marker present a risk to public safety because it has become unstable, the cemetery operator 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.
- 17) Lot, grave and/or plot *owners* (or family members or legal representatives if the *owners* are deceased) shall be required to keep *monuments* in a state of good repair.
- 18) Memorials – monuments, markers, plaques etc. are owned by the interment rights holder and the *Administrator* is not responsible for their loss or deterioration. Interment right holders may wish to consider adding memorials to their own insurance coverage.
- 19) Covering a *grave* with a ledger tomb or table tomb or covering the *grave* with crushed stone or similar material is **not** permitted.

## **SECTION J: RULES FOR MONUMENTS DEALERS, CONTRACTORS & WORKERS**

- 1) Any contract work to be performed within the cemetery (including but not limited to landscaping, delivery and installation of monuments and markers, inscriptions) requires the written pre-approval of the interment rights holder and the cemetery operator before the work may begin. Pre-approval documents include: design drawings, plans and 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.

Prior to the start of any said work, contractors must provide proof of (any or all may apply depending on your specific operation):

- WSIB coverage
  - Evidence of liability insurance of not less than \$2 million
- 2) Every *lot/plot owner*, or his/her representative, wishing to erect a *monument* at the *cemetery* shall make an application to the *Administrator* of the *cemetery* for approval to do so. An application form may be obtained from the *Administrator*.
  - 3) The application shall include:
    - Name and address of the applicant;
    - Relationship to the *Owner* if the *Owner* is deceased;
    - Location where the *Monument* is to be erected;
    - Size of the *Monument*;

- Name and address of the supplier of the *Monument*;
  - Sketch of the *Monument* to be erected including any graphics and/or etchings; and
  - Signature of the applicant.
- 4) The foundation for the *monument* shall be installed by a person contracted by the *cemetery*.
  - 5) Payment for the cost of installing the foundation is to be made to *Sts. Wolodymyr and Olha Ukrainian Cemetery*.
  - 6) The supplier of the *monument* is to confirm the design before etching with the *Cemetery Administrator*.
  - 7) All workers employed by the *cemetery* shall be subject to the supervision of the *Cemetery Administrator*.
  - 8) When heavy equipment or materials are being moved, contractors, monument dealers, suppliers, and workers shall lay wooden planks or plywood on the burial lots and paths to protect the grounds from surface damage.
  - 9) These cemetery by-laws apply to all contractors and all work carried out by contractors within the cemetery grounds.
  - 10) Contractors, monument dealers and suppliers shall not do any work in the cemetery in the evening, weekends or statutory holidays, unless prior approval has been granted unless by special permission of the Administrator.
  - 11) Work in the immediate vicinity of a funeral shall cease until the conclusion of the service.
  - 12) All work must be done during the regular *cemetery* hours, unless by special permission of the *Administrator*.
  - 13) Heavy loads shall not be permitted in the *cemetery* when the roads are in an unfit condition as determined by the *Administrator*.
  - 14) To protect the grounds from surface damage, contractors, monument dealers and suppliers shall lay wooden planks on the burial lots and paths over which heavy materials are to be moved.
  - 15) No *monument* shall be delivered to the *cemetery* until the foundation is completed.
  - 16) All implements and materials for use in the performance of any work in the *cemetery* shall be placed where the *Administrator* may direct. Anyone working or providing a service on *cemetery* property shall remove all equipment, rubbish and surplus earth immediately upon completion of the work.
  - 17) Anyone doing work or providing a service on *cemetery* property, who damages any *monument* or other structure or causes undue damage to the grounds shall be responsible for the cost of the repair, restoration and/or replacement of the damaged elements.

### **SECTION K: RULES FOR VISITORS**

- 1) Visitors are always welcome at the *cemetery* during the open hours. They are asked to remember the respect due to the dead.
- 2) The *Administrator* and his assistants are empowered and are required to preserve order and decorum at the *cemetery*.
- 3) No parades other than funeral processions and religious services are permitted.
- 4) Children under the age of twelve (12) years are not admitted to the grounds except in charge of an adult, who shall be responsible for their good conduct.

- 5) Vehicles within the *cemetery* shall be driven slowly and shall not leave the avenues.
- 6) No commercial filming of any type is permitted without prior written approval from the *Board* of Trustees of St. Wolodymyr and Olha Ukrainian *Cemetery*.
- 7) Proprietors of vehicles and their drivers shall be held responsible for any damage done by them.
- 8) Discharging of firearms, other than in regular volleys at burial services is prohibited in and around the *cemetery*.
- 9) All persons are prohibited from taking flowers, plants or other materials from *plots* or *graves* in the *cemetery* or from picking any flowers, either wild or cultivated, or breaking any tree, shrub or plant.
- 10) Writing upon, defacing or damaging any *monument*, fence or other structure in or belonging to the *cemetery* is prohibited.
- 11) The *cemetery* avenues are not maintained during the winter season (November 1 to April 30 inclusive) except for funeral processions. Visitors entering the *cemetery* do so at their own risk.

