



**RULES AND REGULATIONS  
OF THE  
BELLEVILLE CEMETERY  
AND CREMATORIUM  
INCORPORATED OCTOBER 12, 1872**

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"WHERE OUR HISTORY SPEAKS AND OUR COMMITMENT CONTINUES."

631 Dundas Street West, Belleville, ON K8N 4Z2 NON-PROFIT COMPANY



THE BELLEVILLE CEMETERY COMPANY

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A list of current officers and directors is available at the cemetery office as well as the current schedule of rates as approved by the Bereavement Authority of Ontario.

**PREFACE**

The Belleville Cemetery Company was organized in 1872. Previous to this, burials were made in the city church yards but it became evident that more room would be required and preferably, out of town. Interested citizens therefore banded together and purchased 65 acres of land in what was then The Township of Sidney and fronting on the Trent Road, now designated as Dundas Street West within the limits of the City of Belleville. These pioneers purchased from one to as many as six lots, each lot containing six or eight graves. Each lot owner became a shareholder. The only shareholders then, as now, being the lot owners.

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**VISION**

Belleville Cemetery is a serene, park-like, welcoming environment available as the final resting place for all.

**MISSION**

Belleville Cemetery is a serene, park-like, welcoming environment for the deceased, loved ones and visitors. Funerals, cremations and burial arrangements are completed with professionalism, care and compassion. We are dedicated to preserving the beauty and sustainability of the cemetery.

**STRATEGIC PRIORITIES**

- Revenue & Service Growth
- Community & Stake Holder Engagement
- Talent Management
- Governance & Sustainability

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**SECTION "A" – Definitions**

**"Act"** means The Funeral, Burial and Cremation Services Act, 2002, and Regulations as amended

**"BAO"** Bereavement Authority of Ontario

**"Base Stone"** means the structure upon which rests the die stone.

**"Board"** means the duly elected Board of Directors for the Belleville Cemetery.

**"Burial Permit"** means a permit issued by the Division Registrar indicating the death has been registered.

**"Care and Maintenance Fund"** (formerly called the **"Perpetual Care Fund"**) means the trust fund in which all monies received by the Cemetery for the care and maintenance of Cemetery property and markers have been invested.

**"Certificate of Interment Rights"** means the certificate issued by the Company to the purchaser of Interment Rights specifying the ownership of Interment Rights and associated memorialization rights.

**"Columbarium"** means an above-ground structure designed for the purpose of entombment of cremated human remains in sealed compartments.

**"Company"** means the Belleville Cemetery Company and its Directors, Officers and Management.

**"Cornerstone"** means any stone or other marker set flush with the surface of the ground and used to indicate the location of a lot or plot.

**"Crematorium"** means a building fitted with appliances for the purpose of cremating human remains and includes everything incidental and ancillary thereto.

**"Crypt"** means a space provided for the entombment of human remains in a mausoleum.

**"Die Stone"** means the main component of the upright marker, that is, that which rests on the base stone.

**"Entombment"** means the placement of human remains in a crypt or cremated human remains in a niche.

**"Foundation"** means the belowground concrete structure upon which rests the base stone



**“Grave”**

- a. **“Infant Grave”** means any burial space intended for an infant and having minimum size of 60.96 cm (2') by 121.92 cm (4')
- b. **“Single Grave”** means any burial space intended for an adult and having a size of 1 metre (39.37”) by 3 metres (118.11”)

**“Inter”** means the burial of human remains and includes the placing of human remains in a lot.

**“Interment Rights”** means the right to require or direct the interment or entombment of human remains in a lot.

**“Interment Rights Holder”** (otherwise known as a **“Lot Owner”**) means a person with Interment Rights with respect to a lot and includes a purchaser of Interment Rights under the Cemeteries Act.

**“Lot” (See also “Plot”)**

- a. **“Cremation Lot”** means an interment space containing or set aside to contain not more than two cremated human remains.
- b. **“Lot”** means an area of land in the Cemetery containing or set aside to contain human remains and includes a tomb, crypt or compartment in a mausoleum and a niche or compartment in a columbarium.

**“Marker”** means any monument, tombstone, plaque, headstone, cornerstone or other structure or ornament affixed or intended to be affixed to an interment lot, mausoleum crypt, columbarium niche or other structure or place intended for the deposit of human remains.

- a. **“Flat Marker”** means any marker set flush with the surface of the ground.
- b. **“Upright Marker”** means any marker projecting above the ground.

**“Mausoleum”** means a building or structure, other than a columbarium, used as a place for the interment of human remains in sealed crypts or compartments.



**“Monument”** - See “Marker”

**“Natural Burial Grave”** - Any Interment right which permits the burial of human remains in a biodegradable casket, container, shroud.

**“Niche”** means a compartment within a columbarium for the entombment of cremated human remains.

**“Plan”** - means the plan of the Cemetery, approved by the BAO

**“Plot”** means two or more lots for which the rights to inter have been sold as a unit.

**“Registrar”** - means the Registrar appointed under the Act.

**“Regulations”** - means Regulations made under the Act.

**“Secretary”** means the person appointed by the Board of Directors as Secretary of the Belleville Cemetery Company.

**“Shroud”** - flexible piece of fabric used to enclose, or wrap, the body for burial.

**“General Manager”** - means the person appointed by the Board of Directors as General Manager of the Belleville Cemetery

**“Trust Fund”** means a trust fund established for the purposes of the FBCSA.

**“Urn”** means any container used to hold cremated human remains.



## **SECTION "B" – Organization and General Information**

1. The Company was incorporated in 1872 as a non-profit Corporation to provide and maintain burial facilities for the citizens of Belleville and surrounding townships. The Company is owned by the lot owners and is administered by a Board of Directors composed of up to six lot owners elected for three year terms at the annual meeting of the lot owners, three to be elected each year. The officers of the Company comprise a President, Vice-President and Treasurer elected from the Board as well as a Secretary appointed by the Board.
2. The Company operates a crematorium and sells interment rights in a single and multiple grave family lots, in columbarium niches and in urn garden spaces. A scattering ground is also available for the interment of cremated remains.
3. The Cemetery is operated solely for the benefit of the public. All money received is employed or reserved solely for the administration and maintenance of the Cemetery, and for the development of additional burial spaces and facilities to meet the ongoing requirements of Belleville and the surrounding area.
4. In accordance with the requirements of the Funeral, Burial and Cremation Services Act, 2002, all interment rights now sold are covered under a perpetual care plan. Owners of interment rights acquired prior to the introduction of the perpetual care plan may have them placed under the plan upon payment of a reasonable fee.

Under the perpetual care plan, a prescribed portion of the proceeds received from the sale of interment rights is deposited with a registered trust company in a Care and Maintenance Fund. This fund is invested by the trustee to generate income which is made available to the Cemetery for care of the grounds, buildings and maintenance equipment.

(Note: Currently the Regulations issued under the FBCSA require a deposit into the Care and Maintenance Fund 40% of the sale price of in-ground burial lots and 15% of the sale price of columbarium niches.)

As of July 1, 2012, the Act also requires that every person installing a memorial monument or marker in the Cemetery shall pay a prescribed fee which is to be deposited in the Care and maintenance Fund to generate income for the maintenance, stabilization and preservation of monuments and markers.



5. Income from the Care and Maintenance Fund is applied toward the costs of maintaining the Cemetery grounds and graves in good condition and keeping the grass cut but does not provide for the planting and care of flowers or shrubs on lots sold or other items of extra care for such lots.
6. A plan of the Cemetery is on file in the business office together with maps detailing the location and size of each lot. A complete record is kept of all lot sales and interments.
7. The Board may from time to time change, modify or repeal the rules and regulations or part thereof in such a manner as in their discretion will best serve the interests of the properties under their care. In exceptional cases, where, in the opinion of the Board it can be done without detriment to the interests of others, they may temporarily suspend or modify any rule without affecting its general application or enforcement. Any rule or change is subject to the Registrar's approval.

The Board may alter the boundaries or grading of any section or portion thereof and may modify or change roads, drives and walks. The Board also reserves the right to lay, maintain, operate, alter and change, from time to time, lines or gutters for water supply and drainage systems. Subject to the approval of the BAO, the Board may use the entire Cemetery property for cemetery purposes with right to ingress or egress over lots for all purposes for the proper maintenance and care of the Cemetery.

8. In the event of the destruction of, or damage to, plants, shrubs or trees from causes or other than negligence on the part of the Cemetery, the Cemetery shall not be responsible for any replanting or replacing. Its liability, if any, shall be fully satisfied by a reasonable effort to correct the same or in its discretion, by refunding any monies paid to it.

The Board reserves and shall have the right to correct any errors that may occur in making interments, disinterment's or removals or in the description, transfer or conveyance of any interment property. Any errors may be corrected either by cancelling such conveyance and substituting and conveying other interment property of equal value and similar location or by refunding the amount of the purchase price. In the event the error involves the interment of the remains of any person in a property, the Board reserves and shall have the right to remove and reinter the remains to another property of equal value and similar location.





All notices required by any rule or regulation to be given to lot owners may be given personally to the owners or may be mailed to the owners or their legal representatives at their last post office address appearing in the books of the Cemetery. If there is no mailing address to the owner or his/her legal representative, at "Belleville, Ontario" will be sufficient.

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## **SECTION "C" – Purchase and Transfer of Interment Rights**

1. Interment rights in single or multiple grave lots or in columbarium niches, urn garden spaces or scattering garden grounds may be purchased as a set in the most recent tariff of rates filed with the Bereavement Authority of Ontario. The prices for lots or plots include the applicable portion for the deposit to the Care and Maintenance Fund of the Cemetery.
2. The deposit to the Care and Maintenance Fund shall be as specified in the Regulations made under the Act, as amended.
3. Purchasers of interment rights acquire only the rights and privileges of burial of the dead and of constructing and installing memorial monuments and markers, subject to the rules and regulations from time to time in force.
4. The company shall provide each Interment Rights Holder at the time of the sale with:
  - BAO Consumer Information Guide;
  - A copy of the price list;
  - A copy of the Purchase Contract;
  - A copy of the Cemetery Bylaw;
  - Upon final payment in full, a Certificate of Interment Rights.
5. A certificate of interment rights shall include the following:
  - a. The name of the interment rights holder.
  - b. The location and dimensions of the lot or identifying details of the columbarium niche, or garden space to which the interment rights relate.
  - c. The date on which the interment rights are purchased or transferred as the case may be.
  - d. The amount paid by the purchaser for the interment rights.
  - e. The amount deposited into the Care and Maintenance Fund for the interment rights.
  - f. A statement that, if the purchaser transfers the interment rights, the certificate cannot be transferred but must be returned for the Cemetery to issue a certificate to the transferee.
6. To ensure the correctness of records of ownership and interments, no sale or other transfer of any lot, niche, urn space, or grave or of any interest therein shall be binding upon the Cemetery unless and until notice in writing has been lodged with the Cemetery specifying the name and address of the proposed transferee and the date of transfer, and such particulars shall be recorded in a register to be kept for that purpose. Upon receipt of such notice and payment of the fee, a transfer may be made.



7. No such sale or transfer shall be made until all arrears due for upkeep and purchase money have been paid.
8. As soon as possible after the death of the owner of the interment rights or after the death of any one of the owners if the ownership is in the name of more than one, the matter of future ownership and authorization as to the permission of future burials should be taken up with the Cemetery.

In cases of transfer of interment rights by Will of bequest, the transfer shall be recorded on receipt of a notarial copy of the will. In case of intestacy or where the interment rights have not been devised in the will, the Cemetery will recognize as owner, the person or persons that are listed as receiving the residue of the estate or designated in a signed agreement executed by the immediate heirs.

9. Owners shall not allow interments to be made in lots, niches, urn spaces or graves for renumeration.
10. The Belleville Cemetery shall not repurchase interment rights.

**A. Requirements for Resale of Interment Rights:**

- The interment rights holder(s) intending to sell their rights shall provide the following documents to the cemetery operator so that the operator can confirm the ownership of the rights and provide the third party purchaser with the required certificate, etc.:
  1. An interment rights certificate endorsed by the current rights holder
  2. If the resale involves interment rights, a written statement of the number of lots that have been used in the plot and the number of lots that remain available
  3. And other documentation in the interment rights holder(s) possession relating to the rights
- The third party purchaser will be provided with the following documents by the cemetery operator:
  1. An interment rights certificate endorsed by the current rights holder
  2. A copy of the cemetery's current bylaws
  3. A copy of the cemetery's current price list
  4. If the resale involves interment rights, a written statement of the number of lots that have been used in the plot and the number of lots that remain available
  5. Any other documentation in the interment rights holder(s) possession relating to the rights

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#### **A. Requirements for Resale of Interment Rights: (cont.)**

- The cemetery operator will require:
  1. Require a statement signed by the rights Holder(s) selling the interment or scattering rights acknowledging the sale of the interment rights to the third party purchaser;
  2. Require confirmation that the person selling the interment rights is the person registered on the cemetery records and that they have the right to re-sell the interment rights;
  3. Record the date of transfer of the interment rights to the third party;
  4. The name and address of the third party purchaser(s);
  5. A statement of any money owing to the Cemetery Operator in respect to the Interment Rights.
  
- Once the endorsed certificate and all required information has been received by the cemetery operator from the rights holder(s), the cemetery operator will issue a new interment rights certificate to the third party purchaser.
  
- 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 bylaws and the Act.
  
- The cemetery operator may charge an administration fee for the issuance of a duplicate certificate in accordance with the price listed on the cemetery operator's current price list.
  
- The cemetery operator does not prohibit the resale of interment rights and may repurchase the interment rights from the rights holder(s) if the cemetery operator so desires and may negotiate a purchase price so long as the seller acknowledges being aware on the cemetery operators current price list amounts for interment rights.



## 11. Cancellation or Resale of Interment Rights

Purchases of interment rights 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 the cemetery bylaws. In accordance with cemetery bylaws, no burial, entombment, or installation of any monument, marker, inscription or memorialization is permitted until the interment rights have been paid in full. An interment rights certificate will be issued to the interment rights holder(s) when payment has been made in full. 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 may advise the cemetery operator of their intention prior to seeking a third party buyer for their interment rights.

### **A. Cancellation of Interment Rights within a 30 Day Cooling-Off Period:**

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

### **B. Cancellation of Interment Rights after the 30 Day Cooling-Off Period:**

- Upon receiving written notice from the purchaser of the interment rights, the cemetery operator will cancel the contract and issue a refund to the purchaser from the amount paid for the interment rights less the appropriate amount that is required to be deposited into the Care and Maintenance Fund. This refund will be made within thirty (30) days of receiving said notice. If the interment rights certificate has been issued to the interment rights holder(s), the certificate must be returned to the cemetery operator along with the written notice of cancellation.
- If any portion of the interment rights has been exercised, the purchaser, or the interment rights holder(s) are not entitled to cancel the contract or re-sell the interment rights.



**C. Resale and Transfer of Interment Rights after the 30 Day Cooling-Off Period:**

- Interment rights holders may first offer the interment rights to the cemetery operator. If the cemetery operator does not wish to re-purchase the interment rights at the current price less the original Care and Maintenance amount paid at the time of purchase, then 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 purchaser meets the qualifications and requirements as outlined in the cemetery operator's bylaws.

**D. Resale of Interment Rights after the 30 Day Cooling-Off Period**

- Unless the interment rights have been exercised the purchaser retains the right to cancel the contract or re-sell the interment rights. Once payment for the interment rights has been made in full, and an interment rights certificate has been issued, the interment rights holder(s), as recorded on the cemetery records, has right to re-sell the interment rights. Any resale of the interment right shall be in accordance with the requirements of the cemetery bylaws and in keeping with the Act.
- If any portion of the interment rights has been exercised, the purchaser, or the interment rights holder(s) are not entitled to re-sell the interment rights.

13. No refund shall be made for any lot or plot for which any Interment Rights have been exercised.
14. The Interment Rights Holder shall notify the Company of any change in mailing address.
15. Notices specified by any bylaw shall be given in person or by mail to the Interment Rights Holder, or the legal representative at the last postal address appearing in the records on the Company.
15. Pursuant to Section 30 (1) of the Act, the Company may apply to the BAO from a declaration that the Interment Rights are abandoned. Upon notice from the Registrar that the rights have been abandoned, the Cemetery may re-sell the Interment Rights declared abandoned. (s.31)



## **SECTION "D" – Interments, Disinterments and Mortuary Regulations**

1. All interments must be authorized by the written order of the owner or other person designated in the records of the Cemetery. In cases where such persons are not available authorization for the interment may be signed by two close relatives of the recorded owner who will assume responsibility for the right to such burial in the lot.
2. In each case of burial, a written statement giving the name; place of birth; late residence with a street address if any; date of death; place of death; name, relationship and address of deceased's nearest relative; time of interment; in what lot to be interred; and name of funeral director shall be provided to the Cemetery so that an adequate register may be kept. The kind, length and width of the outside case shall be given and the location of the grave to be opened shall be accurately designated.

Precise and proper instructions in writing shall be given regarding the location of each burial as the Cemetery cannot be held responsible for any errors resulting from wrongful or lack of specific information.

3. A burial permit, issued by the division registrar, showing that the death has been registered shall be deposited with the grounds foreman before interment can take place. For interment of cremated remains, a cremation certificate is also required.
4. Notice of each interment to be made shall be given to the Cemetery at least one business day previous thereto, except under special circumstances as set forth in subsection 7 below. The Cemetery will not be responsible for having graves prepared for funerals unless such notice is given.
5. Where orders for interments are given by telephone, the Cemetery will not be responsible for any errors or misunderstandings that may arise.
6. Persons ordering graves will be held responsible for charges incurred.
7. No interment shall be made on Sunday or statutory holidays except on a doctor's certificate that burial must be made within 24 hours of death in accordance with the regulations of the Ontario Ministry of Health for the control of communicable diseases.
8. Funerals shall be allowed in the Cemetery only between the hours of 0900 and 1500, Monday to Friday and Saturday 0900 to 1200.

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9. Funeral corteges within the Cemetery shall follow the route indicated by the Grounds Foreman.
10. Each grave shall be of sufficient depth to give a covering of at least 60.96 cm (2') of earth over the outside cover or shell of the casket of other receptacle.
11. When two full interments are to be made in a grave, first one burial shall be made at extra depth at such time. As of January , 2013, double depth will not be available for new purchase.
12. Not more than one full body interment may be made in the same grave. For cremated remains, a maximum of three (3) are permitted in the same grave in addition to any existing full body interments. This is effective January , 2013. All other years will be honored as prescribed.
13. The size of container used may limit the number of burials that may be made in any lot or columbarium niche.
14. The interment fee includes the opening and closing of the grave, use of lowering device, grave dressings, earth cover and planks.
15. Bodies of any of the lower animals shall not be placed in any vault, grave or crypt in the cemetery.
16. The Grounds Foreman of the Cemetery, his assistant or someone in the employ of the Board shall be in attendance at each interment or disinterment.
17. No grave or vault shall be opened for interment or disinterment by any person not in the employ of the Board except under special circumstances and by permission of the Board.
18. No disinterment shall be made without the written consent of the local medical officer of health and the owner of the lot expect on an order from the court or as provided in the regulations under the Act.
19. No interment or disinterment shall be permitted in any lot against which any charges are due and unpaid or where in the opinion of the Grounds Foreman, unsafe conditions prevail.
20. A shroud is permitted in a specific area of the cemetery.
21. A natural burial - a maximum of one casket, or two cremated remains, may be buried in one grave. A casket burial will be standard depth only.

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## **SECTION “E” Combined Human and Cremated Pet Burial Area**

The following apply to burial and memorialization within a designated area and supersede By-laws which are contained within the general By-law as designed to apply for general cemetery use. Unless specifically superseded by By-laws set forth below, all Cemetery By-laws apply.

### Glossary of Terms

“Area” means an area within a cemetery, specifically designed to permit the burial of cremated pet and human remains.

“Hydrolyzed Remains” means reduced pet or human remains resulting from the process of alkaline hydrolysis.

“Pet” means any domesticated animal that commonly cohabits in family households for companionship or support. This term excludes exotic animals, farm animals, wild animals and any other animal defined by the municipality as a prohibited animal.

“Pet and Human Burial Grave” means any interment right in an area, which permits the burial of cremated pet remains and permits a marker to be set flush and level with the ground in the marker space as defined in the Interment Rights Certificate. Upright markers are permitted.

“Pet Burial Grave” means any interment right in an area, which permits the burial of cremated pet remains and permits a marker to be set flush and level with the ground in the marker spaces as defined in the Interment Rights Certificate. Upright markers are permitted.

“Pet and Human Burial Lot” means any interment right in an area, which permits the burial of cremated pet and human remains in the same interment right and permits the installation of a monument in the monument space.



“Pet Section Columbarium” means a structure containing individual compartments or niches for the placement of cremated pet and/or human cremated or hydrolyzed remains.

“Disinterment/Removal” means the removal of cremated pet and/or human remains, including cremated or hydrolyzed pet and/or human remains, after and interment or entombment has taken place.

### **Pet and Human Area By-Laws**

\*These By-laws are applicable only at those Cemetery sites where cremated pet and human burial areas exist

#### **1. Ownership of Interment Rights**

Ownership of all Cemetery lands remains vested with Belleville Cemetery Company times. Purchasers of interment rights acquire only the right and privilege to direct the burial of cremated pet and/or human remains, and the installation of monuments, markers and inscriptions, subject to Cemetery By-laws. Until payment is made in full no burial, entombment, scattering, monument, marker, inscription, or memorialization is permitted. An Interment Rights Certificate is issued to the Interment Rights Holder(s) when payment in full is made.

#### **2. Authorization, information and Documents Required for a Burial, or Entombment of Cremated Remains**

For each burial or entombment of cremated pet and/or human remains, the Purchaser or Interment Rights Holder must enter in a Contract, providing such information as may be required by the Cemetery for the completion of the Contract and the public register, in accordance with provincial legislation.

#### **3. Number of Burials**

Two Human cremated remains and four cremated pet remains are permitted per grave. Each Interment right has a maximum capacity specified on the document provided when purchased. Each Interment Rights Type will have a maximum container size permissible based on the Interment Rights Type.



**4. Cremated pet remains must arrive in a closed casket or container.**

**5. Requirements for Removal of Caskets, Containers or Cremated Remains.**

Cremated pet and human remains may be removed from a lot or grave provided that the written consent of the interment Rights Holder (s) is/are received by the Cemetery.

**6. Retrieval of Buried Cremated Remains**

The retrieval of cremated remains buried in a lot or grave cannot be guaranteed. Especially if the interment took place without an urn or container.

**7. Retrieval of Scattered Cremated Remains**

The process of scattering cremated remains is irreversible, therefore scattered cremated remains cannot be retrieved.

**8. Contagious Diseases**

The cremated remains of animals who have died from contagious diseases may require additional permissions as required by public officials and or municipal By-Laws within the designated municipality

**9. Pet or Other Animals**

Only cremated pet and human remains shall be buried or entombed in the designated Area within the Cemetery. Pets include any domesticated animal that commonly cohabits in a family household for companionship or support.



## **SECTION "F" – Cremations**

1. Identification of the deceased shall be made prior to the delivery of the deceased to the crematorium. No body shall be cremated unless application is made in writing to the Cemetery. Such application shall be accompanied by a burial permit and a certificate signed by a coroner of the municipality in which the death took place. Where the death took place outside of Ontario, such coroner's certificate may be issued by a coroner for the City of Belleville.
2. Cremations are not normally performed on Sunday, statutory holidays nor Saturdays after 11 A.M. except under unusual circumstances and with the approval of the Superintendent.
3. The Cemetery reserves the right to refuse to cremate without assigning reasons.
4. Before cremation can take place, the following documents must be completed, delivered to the office or crematorium, signed by the proper authority, and approved: a cremation contract, a cremation application, a coroner's certificate and a burial permit. Cremation fees and charges shall be paid before cremation takes place. The price charged for cremation shall be set forth in the tariff of rates in effect at the time of purchase.
5. A deceased person shall only be received for cremation in a fully combustible casket or container deemed appropriate and with a top, four sides and a solid bottom allowing the casket or container encasing the human remains to be moved by using a set of rollers.
6. Once received by the crematorium personnel, the casket or container will remain closed unless permission is given by the purchaser or a judge allowing the licensed funeral director to open the casket or container. Under no circumstances will crematorium staff be allowed to open the casket or container. The deceased will be cremated in the delivered casket or container, which must be made of readily combustible materials. Such casket or container may be constructed in a proper, rigid and workmanlike manner or wood or other readily combustible material equal in minimum weight and strength to 2.22 cm (7/8") pine wood. All non-combustible parts on the outside of the casket or container will be removed prior to cremation, if possible.
7. The Crematorium will not cremate a casket or container constructed of non-flammable or hazardous material or a material prescribed by the regulations under the Funeral, Burial and Cremation Act, 2002, of Ontario Regulation 30/11, nor will the Crematorium cremate a body in which a pacemaker or other prescribed



device is present. This does not limit the right to refuse to cremate, in any instance and without assigning reasons.

8. Where written instructions for the disposition of cremated human remains has not been provided to the cemetery office, the Company shall return the cremated remains to the funeral director, transfer service or executor/personal representative of the deceased.
9. The Crematorium will not under any circumstances cremate an individual with a radioactive implant, or an individual who has received microscopic radioactive treatment, such as thera-seed. An implant heart pacemaker or other implant radioactive devices could explode during the cremation process and are to be removed by the funeral establishment or transfer service operator, or others before the deceased is delivered to the crematorium for cremation. The purchaser of the cremation services will be liable for any damages to the crematorium or crematorium staff for failure to notify the funeral establishment or transfer service, or any others responsible for the removal of such a device.
10. Twelve (12) working hours notice is required before the cremation can take place.
11. Twelve (12) working hours notice is required if relatives and friends wish to view the cremation process. A limited number of observers will be allowed in the crematorium before or during a cremation. Access can be denied by the crematorium staff. A time suitable to the Crematorium will be assigned for witnessing. No more than five persons plus a religious representative shall be admitted within the area in which the cremator is located. At no time during the changing process shall anyone come in contact with the casket or container. Those individuals permitted to witness this process shall be under the direction and follow the instructions of Cemetery personnel. Upon ignition of the burners, the family representatives must leave the area in which the cremator is located.
12. Stainless steel Identification tags must be placed with the human remains throughout all stages of the cremation process.
13. Upon completion of the actual cremation, foreign materials such as metal fragments from the casket or container are removed and discarded by the Cemetery. The calcium material is then refined to a calcium ash which is then placed in a temporary container provided by the Cemetery at no additional charge. The precious metal content of jewellery or articles enclosed within the casket or container vaporizes due to the temperatures reached during the actual cremation

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process. This remaining representation of these articles shall be considered foreign matter and is disposed of as such.

14. Common ground provides for the interment and possible disinterment of cremated human remains without the purchasing of Interment Rights. This service makes no provision for neither memorialization nor visitation rights. A fee is payable for the provision of this service.
15. Scattering of cremated human remains within the Cemetery is permissible, but may only be done by an employee of the Company in areas designated for that purpose. Scattering garden is considered an interment and will be issued an IRC (interment rights certificate).
16. Scattering of cremated human remains shall be considered as non-recoverable and shall mean the option for Disinterment is not possible.



### **SECTION "G" – Care of Lots**

1. Trees, shrubs, flowering or other plants may be cultivated on lots but only such varieties as are in good taste and in keeping with the general plan of the grounds and subject to the approval of the Cemetery. No trees or shrubs growing within any lot may be removed or altered without the consent of the Cemetery.
2. If any trees or shrubs situated in any lot shall have become by means of their roots or branches or in any other way detrimental to the adjacent lots, drains, roads or walks or prejudicial to the general appearance of the grounds or inconvenient to the public, the Superintendent may remove such trees or shrubs or parts thereof after thirty (30) days notice to the interment rights holder.
3. Flower beds shall be permitted in front of the base of the monuments and where there is no monument, can only be made by permission of and under the supervision of the Grounds Foreman. The length of the flowerbed shall not exceed the length of the base stone. The width of the flowerbed shall not exceed 25.40 cm (10").
4. Flower beds are to be cleared of tender plants after the first frost in the autumn. Lot owners desiring to take any plants away should do so before their removal becomes necessary.
5. Vases, urns and flower stands not properly cared for will be removed from the lot by November each year.
6. No glass containers of any kind will be permitted in the Cemetery. Cut flowers, plants, artificial flowers or wreaths that are not in suitable containers or have deteriorated and create a hindrance to the operation of the Cemetery will be removed. Flower stands must be removed by November each year.
7. The construction or installation of borders, fences, hedges, railings, walls or cut-stone copings in or around lots is not permitted. Should those that were previously erected become dangerous, unsightly or in a state of disrepair or if they prevent, in any way, the operation of lawn mower equipment, the owner will be notified, at the last known address in the Company books, to remove the enclosure. If the enclosure is not removed 30 days after prior notice to the owner or if the owner cannot be located the enclosure will be removed by Cemetery staff.
8. Rubbish shall not be thrown on roads, walkways or any part of the grounds. Receptacles are provided at convenient points on the grounds for the deposit of weeds, decayed flowers, plants, etc.



9. No lot owner shall change the grading of his lot and in case of any such change: the Cemetery may restore the lot to its original grade at the expense of the owner.
10. No chair, wooden or wire trellis, pottery, glass or cellophane or similar articles shall be brought to or left upon the lots and graves.
11. No unauthorized person shall sod or move corner posts or grave markers.
12. The Cemetery shall not be responsible for loss or damage to any articles left upon any lot.
13. Only fresh cut flowers and plants may be placed in the Cemetery during the period from May to November each year. Artificial flowers and/or grave decorations must be removed from the Cemetery by May or each year; cemetery staff will remove any remaining artificial decorations on or after May without notice except saddle wreaths. They are permitted all year long. Artificial flowers and/or grave decorations that have a value will be held for 30 days after removal by Cemetery staff. Articles not collected after 30 days may be disposed of by the Cemetery.
14. Articles which are detrimental to efficient maintenance or which constitute a hazard to machinery, employees or visitors, or which are unsightly or do not conform with the natural beauty of the Cemetery, shall be removed. If the articles have any value, the Interment Rights Holder shall be notified, where possible. Articles not collected by the Interment Rights Holder within 30 days of notice shall be discarded.
15. The planting of tree, shrubs, flowering or other plants around a Columbarium shall be restricted to those provided by the Company.
16. Flowers or other adornments are not permitted to be placed on or around any Columbarium or Niche Wall, or at the scattering garden.

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### **SECTION "H" – Monuments and Markers**

1. For the purpose of these regulations, a monument shall mean any permanent memorial projecting above ground level and wherever used the word "marker" shall be deemed to include monuments.
2. Each lot is permitted a maximum of two (2) markers. Where a lot has one upright marker erected on it, one additional flat marker is permitted. A name or foot stone marker is considered to be a flat marker.
3. No marker or other structure shall be erected or permitted on a lot until the purchase price of the lot and any accrued charges for upkeep have been paid in full. The lot owner shall pay all costs of constructing and installing such marker or other structure.
4. All foundations for markers shall be built by the Cemetery at the expense of the lot owner and the fees set forth in the tariff of rates in effect at the time shall be payable when the foundation is ordered.
5. All orders for the installation of markers must be accompanied by the fee prescribed under the Cemeteries Act for deposit to the Care and Maintenance Fund.
6. Monument dealers must state on each order the date they wish foundations ready and must give at least 15 days notice before the work is required. The foundation of a marker must be the exact area of the base of the marker and if incorrect dimensions have been given on the application form, the foundation will be removed and rebuilt by the Cemetery at the owner's expense.
7. All markers, monuments, mausoleum or tombs shall be constructed of granite. The bottom bed of all bases and markers shall be cut level and true. Wooden markers in the shape of a cross or any other shape are not permitted.
8. To ensure stability, no mausoleum, vault or marker shall have any uncovered vertical joints and all above ground monuments installed in the Belleville Cemetery after January , 1997 shall be dowelled with at least two non-corrosive 12.7 cm (5") dowels.
9. No monument shall be shaped, worded or inscribed which could be considered to be not in keeping with the dignity and decorum of the Cemetery. If there is any doubt that a proposed monument may not conform to this section, monument dealers are to submit the design to the Board for their review and written

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approval. The Board reserves the right to have non conforming monuments removed and all costs associated with the removal will be charged to the monument dealer.

10. Only designs and family surnames shall be permitted on the side of the monument facing an adjoining lot; no inscriptions or epithets are allowed.
11. One name (foot) stone marker with a flat and level surface set flush with the ground may be placed at each grave in addition to an upright marker. Name stones must not exceed 30.48 cm (12") x 45.72 cm (18") with a depth of 7.62 cm (3") to 12.7 cm (5") unless by permission of the Board. The upper surface must be flat with no projections and shall be set level with the ground surface.
12. The Cemetery shall not be liable if, due to incorrect or improperly authorized instructions, a marker is installed on or removed from a lot; or lettering or carving on any marker or other structure is improperly carried out. The costs of correction or restoration arising from such an occurrence shall be the responsibility of the person or persons issuing the incorrect or improperly authorized instructions.
13. If a marker presents a risk to public safety because it is unstable, the Cemetery shall do whatever is necessary by way of repairing, resetting or laying down the marker so as to remove the risk.
14. All photographs attached to any marker or placed within the Cemetery grounds shall be at the sole risk of the Interment Rights Holder.
15. Specifications for inscriptions to be placed on the surface of an exterior niche panel of a Columbarium shall be given to the Interment Rights Holder at the time of the Interment Rights purchase.

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### Upright Markers

1. Only one upright marker will be allowed on each lot. The die stone and base stone shall be constructed of granite. The top and bottom of a base stone shall be smooth sawn.
2. Upright markers to be placed at the head of a single grave shall not exceed a total height of 121.92 cm (48").

The base stone shall not exceed the following dimensions:

- base stone length – 76.2 cm (30");
- base stone width – 35.56 cm (14");
- base stone height – minimum of 15.2 cm (6")

The die stone shall not exceed a length of 66 cm (26") nor a thickness of 20.3 cm (8").

3. Upright markers to be placed on a double grave shall not exceed a total height of 121.92 cm (48").

The base stone to be placed on a two grave lot shall not exceed a length of 1.5 metres (60") nor a width of 35.56 cm (14"). The die stone shall not exceed a length of 132.08 cm (52") nor a thickness of 20.3 cm (8").

4. Upright markers to be placed on a triple grave shall not exceed a total height of 121.92 cm (48").

The base stone to be placed on a three grave plot shall not exceed a length of 1.83 metres (72") nor width of 35.56 cm (14"). The die stone shall not exceed a length of 1.62 metres (64") nor a thickness of 20.3 cm (8").

5. Any upright monument, vault or other structure which does not conform with the requirements of the foregoing subsection's 2, 3 and 4 shall not be erected or placed on any lot until its design and the plans and specifications for the material and construction thereof have been submitted to and approved by the Cemetery Board.
6. Minor scraping of the base stone due to the grass mowing operations shall be considered by the Company to be normal wear.



### **Flat Markers**

1. Flat markers of granite or bronze are permitted with size restrictions according to the size of the lot or plot. A foundation is not required prior to the installation of a flat marker other than for a pillow flat marker. No pillow markers permitted in Cemetery.
2. The maximum dimensions of flat markers shall be as follows:
  - a. Cremation lot: 45.72 cm (18") x 60.96 cm (24")
  - b. Single grave: 76.2 cm (30") x 35.56 cm (14")
  - c. Double grave: 1.22 m (48") x 35.56 cm (14")
  - d. Children's grave: 25.4 cm (10") x 50.8 (20")
3. The minimum thickness of flat granite markers and for the bases of flat bronze markers shall be 10 cm (4").
4. Flat markers shall be installed by the Company at the expense of the Interment Rights Holder and upon payment of the fee prescribed in the Rate of Tariffs.
5. The delivery of flat markers shall be within the normal working hours of the Cemetery. The Cemetery office is to be advised prior to any deliveries.
6. Cornerstones shall be made of granite and shall not exceed 20.3 cm (8") square.
7. Cornerstones shall be installed by the Company at the expense of the Interment Rights Holder and upon payment of the fee prescribed in the Rate of Tariffs.
8. Any flat marker that does not conform to the specifications set out in this section shall not be installed. Designs, plans and specifications of non conforming markers may be submitted to the board for their review and/or approval. Approval from the Board must be in writing.

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**SECTION "I" – Rules for Monument Dealers, Contractors and Workmen**

1. Every contractor employed to erect vaults, mausolea or markers or to do any other work in the Cemetery, shall first present an application to the Cemetery office signed by the lot owner or authorized representative requesting permission to employ such contractor to do the work therein specified. This application shall designate the section and lot.
2. The demeanor and behavior of all work persons employed by others in the Cemetery shall be subject to the control of the General Manager.
3. Contractors, masons and stone cutters shall lay planks on the lots and paths over which heavy materials are to be moved in order to protect the surface from injury.
4. Workperson shall cease work, if in the immediate vicinity of a funeral, until the conclusion of the service.
5. All work must be done during the regular Cemetery hours unless by special permission of the General Manager.
6. No work shall be commenced on Saturday that cannot be finished and the litter and debris removed by the hour of noon that day.
7. Heavy loads shall not be permitted in the Cemetery when the roads are in unfit condition.
8. No monuments shall be delivered at the Cemetery until the foundation is completed and the contractor is ready to proceed with the work of erection.
9. All implements and materials used in the performance of any work shall be placed where the General Manager may direct and all rubbish and surplus earth shall be removed in such a manner and at such a time and to such a place as the General Manager may order. Otherwise, the obstructions will be removed and the expense charged to the owner.
10. Any work person who damages any lot, tombstone, monument or other structure or otherwise do any injury to the Cemetery shall be personally responsible for such damage and injury and in addition thereto, his employer shall also be liable.

<b>APPROVED</b> By the Registrar, Funeral, Burial and Cremation Services Act, 2002, Bereavement Authority of Ontario	<b>APPROUVÉ</b> Par le Régistrateur, Loi de 2002 sur les services funéraires et les services d'enterrement et de crémation, l'Autorité des services funéraires et cimetières de l'Ontario
Date: <b>September 27, 2024</b>	

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NOTICE

## **BELLEVILLE CEMETERY COMPANY**

The Belleville Cemetery Company has submitted a copy of their amended By-law (Rules and Regulations) to the Bereavement Authority of Ontario for their approval.

The public may inspect a copy of the amended By-law at the Cemetery office during normal business hours. Copies are available upon request.

The By-law will come into effect upon final approval of the Registrar.

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