

St. Mary's Anglican Church Cemetery

Hereinafter referred to as "the cemetery operator"

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Cemetery By-laws

These by-laws are the rules that govern the operations of St. Mary's Anglican 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: July 8, 2025

St. Mary's Anglican Church Cemetery

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A. DEFINITIONS

BAO: Is the Bereavement Authority of Ontario.

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

By-laws: The rules under which the cemetery operates including this and all other by-laws of the Cemetery as amended and which are, from time to time, in force and effect.

Care and Maintenance Fund: 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.

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

Grave: See **Lot**.

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

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

Interment Rights Holder: The person(s) authorized or entitled to 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.

Lot: An area of land in a cemetery containing, or set aside to contain, interred human remains in a grave. For the purposes of these By-Laws a lot is a single grave space.

Marker: Any permanent memorial structure – upright monument, plaque, headstone, cornerstone footstone, or other structure or ornament affixed or intended to be affixed to a burial lot, and used to indicate the location of a burial.

Plot: Two or more lots in respect of which the rights to inter/bury have been sold as a unit.

B. GENERAL INFORMATION

St. Mary's Cemetery is located in the village of Newboro in the Township of Rideau Lakes. The cemetery was established in 1864.

The sale of lots and plots in St, Mary's Cemetery is not restricted to member of the parish and is at the sole discretion If the Cemetery Operator.

Hours of Operation:

Visitation Hours: The cemetery grounds are open to visitors from sunrise to sunset. Entry after sunset of strictly prohibited.

The cemetery office is located within St. Mary's Anglican Church located at 15 Brock Street, Newboro, Ontario K0G 1P0, and is open by appointment only.

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.

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 Registrar, FBCSA, BAO and do not come into force until approval is received.

All by-law amendments must be:

A. Published once in a newspaper with general circulation in the locality in which the cemetery is located;

B. Conspicuously posted on a sign at the entrance of the cemetery; and

C. Delivered to each supplier of markers who has delivered a marker to the cemetery during the previous year if the by-law or by-law amendment pertains to markers or their installation.

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) 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.

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.

Pet Interments:

Full body or cremated pet remains are not allowed to be interred/buried or scattered anywhere on cemetery grounds.

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.

C. PURCHASE OF INTERMENT RIGHTS

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 and/or cremated 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 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.

D. 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.

E. 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 a negotiated 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.

Requirements for Third-Party Resale:

Upon selling the rights to a third-party purchaser, the rights holder must provide the third-party purchaser with the following: *

- The interment rights certificate endorsed with the following:
    - A statement signed by the rights holder selling the rights, acknowledging the sale to the third-party purchaser.

    - A signed confirmation by the cemetery operator that the person selling the rights is shown as the rights holder in the cemetery's records.
    - The date on which the rights were sold to the third-party purchaser.
    - The name and address of the third-party purchaser.
    - 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 grounds 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.

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 by-laws 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.

F. INTERMENT/BURIAL RIGHTS

Opening and Closing of Graves or Lots:
The opening and closing of graves may only be conducted by cemetery staff or those designated to do work on behalf of the cemetery.

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

The cemetery reserves the right to temporarily relocate a monument or marker if required to open and close a lot. The cemetery may also temporarily place the removed soil on an adjacent lot while an interment or disinterment is being carried out. The cemetery will make reasonable efforts to restore all lots after the interment or disinterment has been completed.
Authorization, Information and Documents Required for a Burial: The following items are required before an interment can take place:

- **Contract**: For each burial or entombment of human remains or 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 an interment/burial taking place. Should the rights holder(s) be the deceased, authorization/instructions must be provided in writing in a will, 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 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. Payment is to be made to the Secretary Treasurer. Payment may also be prearranged.

Scattering of Cremated Remains: Cemetery remains are not permitted to be scattered on a grave containing human remains or anywhere on cemetery grounds.

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

Notice Required: The cemetery requires a minimum of 48 hours' notice for each interment of human remains (casket burial/interment) and four (4) days' notice for each cremation burial.

Every effort will be made to complete a burial on the assigned day and time. If due to inclement weather conditions, health and safety concerns, or conditions beyond the cemetery operator's control, if an interment cannot be made at the scheduled time, the cemetery operator reserves the right to reschedule. The burial shall be completed as soon as possible.

Burial Allowances for a Single Lot:
Each grave may contain:

- One (1) full body (casket) burial/interment per grave
- Four (4) cremated remains interment per grave **OR**
- One (1) full body burial and up to two (2) cremated remains on top of casket interment

*Where cremated remains are interred prior to casket interment(s), all attempts will be made to locate and temporarily remove urns to facilitate casket burials. For better retrievability of the cremated remains, they should be in an urn or container that is non-biodegradable and is not breakable (urn vaults are not mandatory but are recommended). There is no guarantee that cremated remains interred in a biodegradable urn or without an urn vault can be retrieved. The cemetery operator is not responsible if there is an issue or failure with the urn or container and there is a leakage of the cremated remains which may not be recoverable. Cremated remains disinterred in advance of a full body burial will be temporarily stored in a secure location, which will be documented by the cemetery

operator. There may be additional costs for the cremated remains disinterments as part of the casket opening & closing costs (please see the cemetery price list). Please also see further provisions under the **Disinterments** section.

G. DISINTERMENT

Human remains may be disinterred from a lot with the written consent of the interment rights holder 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 authorizing 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 authorizing 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.

H. MEMORIALIZATION

No memorial or other structure shall be erected or permitted on a lot until all charges have been paid in full and/or written consent is obtained from the cemetery operator.

No monument, footstone, marker or memorial of any description shall be placed, moved, altered, or removed without permission from the cemetery operator.

Minor scraping of the monument base of an upright monument due to grass/lawn maintenance is considered normal wear and tear.

Memorials – monuments, markers, plaques etc. are owned by the interment rights holder and the

cemetery operator is not responsible for their loss or deterioration. Interment right holders may wish to consider adding memorials to their own insurance coverage.

To prevent interference with future interments and optimize cemetery maintenance, the cemetery operator reserves the right to set out the maximum size of monuments, their number and their location on each lot or plot.

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.

To ensure quality control, desired uniformity and standards of workmanship, all foundations for monuments and markers shall be contracted to be built to the cemetery operator's specifications at the expense of the interment rights holder.

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.

The cemetery operator reserves the right to remove at its sole discretion any marker, monument, or inscription which is not in keeping with the dignity and decorum of the cemetery as determined by the cemetery operator.
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.

A monument shall be erected only after the specific design plans have been approved by the cemetery operator including dimensions, material of structure, construction details and proposed locations.

In keeping with the cemetery by-laws, only **One (1)** monument shall be erected within the designated space on a lot regardless of the number of graves on that lot / plot.

Monuments no wider than 36 inches (base included) may be erected on a grave. Cremation monuments may be a flat stone or monument.

All monuments and markers must conform to the following restrictions:

- Monuments up to 32 inches high must be at least 6 inches thick
- Monuments from 32 inches to 40 inches high must be at least 7 inches thick
- Monuments from 40 inches to 55 inches high must be at least 8 inches thick
- Any monument higher than 55 inches must submit plans to the cemetery operator for approval prior to delivery or installation of the monument. Approval may be denied for practical and safety reasons.

All monuments and markers shall be constructed of bronze or natural stone (i.e. granite).

A marker, cremation marker, monument, or other structure shall be erected only after the specific design plans have been approved by the cemetery operator, including dimensions, material of structure, construction details, and proposed location.

No monument shall be delivered to the cemetery for installation until the monument foundation has

been completed, and the interment rights holder(s) and/or marker retailer have been notified by the cemetery operator.

Any additions or alterations to a monument must be approved in advance by the cemetery operator.

I. CEMETERY CARE AND MAINTENANCE

A portion – 40% or a minimum legislatively prescribed amount, of the price of interment rights must be deposited and trusted into the cemetery's Care and Maintenance Fund.

The income generated from this trust fund is used to maintain, secure and preserve the cemetery grounds and markers in perpetuity. Services that can be provided through this fund include:

- Lawn care, re-leveling and sodding or seeding of lots or plots
- Maintenance of cemetery roads, sewers and water systems
- Maintenance of perimeter walls and fences
- Maintenance of cemetery landscaping
- Repairs and general upkeep of cemetery maintenance buildings and equipment
- To the extent that income from the Care and Maintenance Fund permits, the cemetery operator will stabilize and secure markers and monuments within the cemetery.

J. FLORAL TRIBUTES AND CARE & PLANTING

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.

No person other than cemetery staff shall remove any sod or in any other way change the surface of the burial lot in the cemetery**.**

No person shall plant trees, flower beds or shrubs in the cemetery except with the approval of the cemetery operator.

Should plant material (e.g., trees, shrubs, gardens, etc.) become unsightly, neglected, obscure the monument, or infringe on an adjacent lot or plot, the plant material will be removed by the cemetery operator and the area restored to lawn. The removal of plant material may also be necessary for the opening of a grave. The cemetery operator will not be held liable for the removal of any plant material.

Memorial wreaths may be placed in the cemetery at any time. In order to prepare the grounds for spring, wreaths must be removed prior to March 31. Wreaths not removed by March 31 may be removed and disposed of by the cemetery without notification.

The cemetery operator reserves the right to disallow or remove quantities of memorial wreaths or flowers considered to be excessive and that diminishes the otherwise tidy appearance of the cemetery.

K. ITEMS THAT ARE PROHIBITED AND PERMITTED

The cemetery operator reserves the right to regulate the articles placed on lots or plots that pose a threat to the safety of all interment rights holders, visitors to the cemetery and cemetery employees, prevents the cemetery from performing general cemetery operations, or are not in keeping with the

respect and dignity of the cemetery. **Prohibited articles will be removed and disposed of without notification.**

Articles placed on lots are the sole responsibility of the interment rights holder(s). The cemetery operator cannot be held responsible for the loss or damage of any articles placed within the cemetery.

Prohibited articles: The following articles are prohibited from being placed on lots within the cemetery: articles made of hazardous materials such as non-heat-resistant glass (excludes glass attached to monuments), ceramics, or corrosive metals, loose stones or sharp objects, trellises, arches or borders, shepherd hooks, solar lights, chairs or benches, string lights. 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.

L. CONTRACTOR/MONUMENT DEALER BY-LAWS

Any contract work to be performed within the cemetery (including but not limited to landscaping, delivery and installation of monuments and markers, inscriptions) requires 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 9excavations, delivery of monuments, markers, and inscriptions). It is the responsibility of all contractors to report to the Chair of the Board or designate 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:

- WSIB coverage
- Occupational Health and Safety compliance standards
- Evidence of liability insurance of not less than $2,000,000
- Environmental Protection
- WHMIS

All cemetery by-laws apply to all contractors and all work carried out by contractors within the cemetery grounds.

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

Contractors, monument dealers and suppliers shall not shall not enter the cemetery in the evening, weekends or statutory holidays, unless prior approval has been granted by the cemetery operator.

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

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. All open

excavations will be protected to prevent any personal injury. All worksites must be restored to their original state.

For the safety of all visitors and staff, all work sites must be secured when left unattended. Contractors working within the cemetery must remove all implements, equipment and garbage from the cemetery at the end of each workday and at the conclusion of the work.

