

St. Paul the Apostle & Immaculate Conception Roman Catholic Church

Hereinafter referred to as “the cemetery operator”

St. Paul the Apostle Parish & Immaculate Conception Church

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By-Laws for St. Paul the Apostle Parish & Immaculate Conception Church, Cemeteries

These by-laws are the rules and regulations that govern the operations of the St. Paul Apostle Church Cemetery located 246 Albert Street East, Alliston, ON & Immaculate Conception Church located at 4781 Concession Rd 5, Alliston, ON in care of 190 King Street South, P.O. Bix 789, Alliston, ON. 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).

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1. Purpose of Cemetery

The cemeteries are intended for the Interment of Catholics who are entitled to a Christian burial according to the rules and disciplines of the Church, and no Interment Rights Holder or other persons shall have any right beyond those granted or conferred by these By-Laws. Interment of non-Catholic members of a Catholic family will be permitted under certain conditions, as the Church does not wish to separate in death those who were united in life. Since our cemeteries are parish cemeteries, only St. Paul's Parishioners and their immediate families shall have Interment Rights.

2. Definitions

- 2.1 **Act:** The Funeral, Burial and Cremation Services Act, 2002 (FBCSA).
- 2.2 **Burial Permit:** A permit issued by the Division Registrar.

- 2.3 **By-Laws:** The rules and regulations that govern the operation of the cemetery.
- 2.4 **Care and Maintenance:** The preservation, improvement, and upkeep in a proper manner of a cemetery, lot, mausoleum, columbarium, or any part thereof.
- 2.5 **Care and Maintenance Fund:** The FBCSA, O. Reg. 30/11 and O. Reg. 184/12 require that a prescribed amount or a percentage of the purchase price (excluding tax) of all interment and scattering rights sold, transferred or assigned; and prescribed amounts for monuments and markers, is contributed into the operator's care and maintenance trust fund. If no scattering rights are sold but scattering is permitted, a prescribed amount must be contributed to the fund when the scattering is conducted. Interest earned from this fund is used to provide care and maintenance of the cemetery, including markers and monuments, in perpetuity.
- 2.6 **Cemetery:** all the lands owned by Saint Paul the Apostle Parish, to include St Paul's Cemetery at 246 Albert Street East, Alliston and Immaculate Conception Cemetery at 4791 Concession Road 5, Adjala /Tosorontio Township.
- 2.7 **Contract:** A written contract between the cemetery operator and the purchaser of interment or scattering rights or other cemetery supplies and services. Purchasers shall receive a copy of the signed contract detailing the obligations of both parties, and acknowledging receipt of the cemetery by-laws, a copy of the BAO's publication *A Guide to Death Care in Ontario* ("Consumer Information Guide") and the operator's price list.
- 2.8 **Church:** The Roman Catholic Church being St. Paul the Apostle Parish in Alliston.
- 2.9 **Cemetery Board:** A group of parishioners from Saint Paul the Apostle Church and Immaculate Conception Church representing the parishioners to conduct the affairs of both cemeteries.
- 2.10 **Columbarium:** An above ground structure designated for the interment of cremated human remains.
- 2.11 **Cremated Remains:** Means all recoverable bone fragments of a dead human body that remain after cremation in a crematorium. Bone fragments are mechanically processed to reduce the particle size.
- 2.12 **Die:** Also known as marker, flat marker or raised marker.
- 2.13 **Entombment:** A burial above ground in a crypt or niche.
- 2.14 **Funeral Director:** A person licensed as a Funeral Director under the Funeral, Burial and Cremation Services Act, 2002 (FBCSA) and regulations thereunder.

- 2.15 **Grave:** A space of ground in the cemetery used or intended to be used for the burial of human remains. A standard grave measures 10ft. in length and 42 in. (3.5 ft.) in width.
- 2.16 **Inscription Rights:** The right to inscribe on monument, marker, or niche.
- 2.17 **Interment:** Burial of human remains or cremated remains.
- 2.18 **Interment Rights:** Includes the right to direct the interment of human remains or cremated remains in a grave, lot, niche, or crypt and to authorize the installation of a monument or marker.
- 2.19 **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.
- 2.20 **Interment Rights Holder:** The person(s) authorized or entitled to inter human remains in a specified lot/plot. They may be the person named in the Interment Rights Certificate or such other person to whom the rights have been assigned with respect to a grave, lot, or niche.
- 2.21 **Lot:** An area of land in a cemetery containing, or set aside to contain, interred human remains and includes a niche or compartment in a columbarium and any other similar facility or receptacle (specific to St. Paul's & Immaculate Conception).
- 2.22 **Marker** (also known as the "die"): Any monument, tombstone, plaque, headstone, cornerstone, or other structure or ornament affixed to or intended to be affixed to a burial lot, columbarium, niche or other structure or place intended for the burial of human remains.
- 2.23 **Flat Marker:** A marker made of granite, stone, or bronze set flush with the ground.
- 2.24 **Raised Marker** (also known as the "die"): A marker made of granite or bronze set at an angle of no greater than fifteen degrees from the ground.
- 2.25 **Monument** (also known as the "die"): A granite or bronze structure projecting above the ground including a base of granite.
- 2.26 **Niche:** A compartment within a columbarium designed for the interment of cremated human remains.
- 2.27 **Cemetery Operator:** Saint Paul the Apostle Parish, Alliston, in the Diocese of Toronto.
- 2.28 **Personal Representative:** A personal representative of a deceased Interment Right Holder shall be the duly qualified Executor or Administrator of the Estate of the deceased Interment Rights Holder or, in the absolute discretion of the Cemetery Operator, where circumstances dictate,

the next of kin of the deceased Interment Rights Holder as applicable under succession law.

- 2.29 **Plot:** Two or more lots in respect of which the rights to inter/bury have been sold as a unit.
- 2.30 **Pre-Need:** Interment rights purchased in advance of need.
- 2.31 **Shared Monument Lot:** A two-grave lot with a monument installed.
- 2.32 **Urn:** a container used to hold cremated remains.
- 2.33 **Division Registrar:** Ministry of Public and Business Service Delivery and Procurement (MPSBDP).
- 2.34 **Wreath:** An artificial floral arrangement of plastic or silk like flowers placed on a metal wreath stand.

3. General Information

Hours of Operation: 7:00 a.m. to 9:00 p.m.

Visitation Hours: 7:00 a.m. to 9:00 p.m.

Office Hours: 9:00 a.m. to 4:00 p.m. – Tuesday to Friday

Burial Hours: 9:00 a.m. to 3:00 p.m.

*** No persons shall enter the premises outside of the permitted visitation hours.**

- 3.1 These By-Laws have been adopted by the Board of Directors of the Saint Paul the Apostle Cemetery in Alliston and the Immaculate Conception Cemetery in Adjala/Tosorontio Township.
- 3.2 In addition to the By-Laws from time to time in force in regard to the cemetery, all provincial, municipal or other local regulations shall be observed.
- 3.3 The Cemetery Operator may, without notice, allow temporary exceptions, suspensions, or modifications in any of the By-Laws when the same appears to be advisable; such temporary exceptions, suspensions or modifications shall in no way be considered as affecting the general application of such By-Laws. Any such exception, suspension or modification shall be made in writing and will be recorded and kept on file, and no employee of the Cemetery Operator shall have any right to make any oral exception, suspension, or modification in any part of the By-Laws without approval of the Registrar.
- 3.4 For the purpose of these By-Laws, inches can be converted to centimetres by multiplying by 2.54.

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.

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.

Pet Interments: Full body or cremated pet remains are not allowed to be interred or scattered anywhere on cemetery grounds.

4. Care and Maintenance Fund

The Cemetery Operator Shall Deposit Monies into the Care and Maintenance Fund as prescribed *In the Act*. Please see 2.5 under **definitions** section.

5. Cemetery Care and Maintenance

A portion of the price of interment rights is trusted into the cemetery operator's Care and Maintenance Fund. The income generated from this fund is used to maintain, secure and preserve 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
- Maintenance of cemetery roads, sewers and water systems
- Maintenance of perimeter walls and fences
- Maintenance of cemetery landscaping
- Maintenance of mausolea and columbaria
- 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.

- 5.1 The above-mentioned care is to be understood as the care and maintenance of lots, planting, cutting, etc., and the care of lawns, trees, shrubs, cleaning and maintenance of roadways, walkways and buildings provided there are sufficient funds for that purpose.
- 5.2 The term "care" shall in no case mean the replacement of any memorial placed or erected upon any lot; nor the planting of flowers or work in the cemetery, including work caused by improvements of the soil or disruption of water supply facilities, nor does it mean the reconstruction of any marker, granite, bronze or concrete work in the cemetery, injured or damaged by any cause, direct or indirect, beyond the Cemetery Operators reasonable control.
- 5.3 The Board will accept donations to the Cemetery Board for the upkeep of both cemeteries.

6. Liability & Care and Maintenance of Markers

The Board shall take reasonable precautions to protect the property of lot and/or plot but 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, vault, marker, or other article that has been placed in any lot or grave in relation to an interment, save and except for direct loss or damage caused by gross negligence of the cemetery.

7. Special Care

Special Care shall include only those specific services set forth in Special Care Arrangements with the Interment Rights Holder, provided said services are not inconsistent with the purpose for which the cemetery was established or is being maintained. It is the responsibility of the Interment Rights Holder to obtain permission from the Cemetery Operator and obtain the services of a contractor to carry out the Special Care. An example of such service may include cleaning of monument and/or repairs.

8. Grading and Improvements

- 8.1 All grading, landscape work and improvements of any kind and all care and maintenance of lots shall be done, and all trees, shrubs and herbage of any kind shall be planted, trimmed, or cut solely by the Cemetery Operator or with the consent of the Cemetery Operator.
- 8.2 All improvements or alterations of lots in the cemetery shall be under the direction of and subject to the approval of the Cemetery Operator. If made without written consent of the Cemetery Operator, the Cemetery Operator may remove, alter or change such unapproved improvements at the expense of the Interment Rights Holder.
- 8.3 The Cemetery Operator reserves the right to remove and/or prune trees or shrubs situated on any lot that by means of their roots, branches or are in any other way detrimental to the adjacent lots, drains, road or walkways, or prejudicial to the general appearance of the grounds or inconvenient for the public to gain access to their lot or an adjacent lot for purposes satisfactory to the Cemetery Operator.

9. Flowers

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.

- 9.1 The Cemetery Operator shall not be liable for vases, fresh or artificial flowers, or memorial wreaths placed on any grave or lot. 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.

- 9.2 The Cemetery Operator reserves the right to prevent the removal of any vases, floral bouquets or flowers which are placed on any lot without the permission of the Interment Rights Holder.
- 9.3 Two bouquets of fresh or artificial flowers are permitted in vases that are attached to the marker from April 1st to October 31st, inclusive. If the marker does not contain its own vases, a plastic cone shaped vase having a maximum width of 4.25 inches and a height of 9 inches may be used. The Cemetery Operator reserves the right to refuse bronze vases, dispose of any plastic cone shaped vases and flowers from November 1st to March 31st of each year.
- 9.4 Flower beds are restricted to annuals only and limited to the area immediately in front of the monument and no more than 1 foot in depth from the base of the monument. The Internment Rights Holder must maintain flower beds and any flower bed not being maintained will be removed by the Cemetery Operator without notice. The Cemetery Operator will not be responsible for any damage incurred as a result of cemetery operations or maintenance.
- 9.5 Wreaths on wreath stands are permitted on all graves and lots from November 1st to December 31st inclusive. The Cemetery Operator reserves the right to dispose of all wreaths not removed by January 1st.
- 9.6 Flower saddles are permitted and will be considered the norm.

Prohibited articles: The following articles are prohibited from being placed on lots and/or plots within the cemetery: articles made of hazardous materials such as non-heat-resistant glass (excludes glass attached to monuments), the use of boxes, shells, toys, ornaments, glass or crockery jars and containers, ceramics, or corrosive metals, loose stones or sharp objects, trellises, arches or borders, any type of curbing around graves lots or flowerbeds, 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.

10. Use of Cemetery

- 10.1 All visitors within any cemetery shall use only the roads and walkways unless it shall be necessary to walk on grass to any Interment Rights Holder's lot.
- 10.2 Only the Interment Rights Holders and their relatives or friends shall be permitted on the cemetery lot. Any other persons thereon shall be considered a trespasser, and the Cemetery Operator shall owe no duty to said trespasser to keep the property, or the memorial thereon, in a reasonably safe condition.
- 10.3 Idling, loafing, loitering or any boisterous demonstrations within the cemetery or any of its buildings is prohibited.
- 10.4 Picnicking or partaking of any refreshments by visitors within the cemetery is prohibited.
- 10.5 Children under 12 years of age are not permitted within the cemetery unless accompanied by an adult.
- 10.6 Animals are not permitted in the cemeteries.
- 10.7 Lawns shall not be disturbed for any purposes except under the supervision of the Cemetery Operator.

- 10.8 The cemetery provides containers for waste material that are conveniently located for Interment Rights Holders use.
- 10.9 No one shall remove any flowers or break any branches or remove, injure, or cut any trees, plants, or shrubs without specific permission of the Cemetery Operator.
- 10.10 Other than the Cemetery Operator, no one shall be permitted to sell, or to solicit the sale of any commodity whatsoever in the cemetery.
- 10.11 No signs, notices or advertising of any kind shall be allowed within the cemetery except those placed by the Cemetery Operator.
- 10.12 No assemblages shall take place in the cemetery except with the written permission of the Cemetery Operator.
- 10.13 Entry to the Cemetery shall be permitted only during such hours as posted by the Cemetery Operator.
- 10.14 The Cemetery Operator shall have the right to maintain security guards if, in its discretion, it deems it necessary but are under no legal obligation to do so.
- 10.15 The right is reserved to regulate the method of decoration of lots so that uniform beauty may be maintained. All flower vases must be installed with the approval and under the direction of the Cemetery Operator.
- 10.16 Vehicles must be always kept under control and at no time shall vehicles be driven on the grass or at a speed in excess of 10 km/hr. Vehicles are not allowed to be parked or to come to a full stop in front of an open grave, unless such vehicles are in attendance at the funeral which is proceeding to the said open grave. It is prohibited to park or leave any vehicle on any road or driveway within the cemetery at such location or in such a position as to prevent any other vehicle from passing and if so parked or left, the Cemetery Operator may remove the said vehicle.

11. Employees

Employees of the cemetery report to the Cemetery Board.

12. Purchase of Interment Rights

The purchase of interment/scattering rights is not a purchase of real estate or real property. Interment or scattering right holders acquire only the right to direct the burial of human remains and the scattering of cremated human remains, and the installation of monuments, markers, and inscriptions, subject to the conditions set out in the cemetery by-laws. No burial, entombment, scattering, or installation of any monument, marker, inscription, or memorialization is permitted until the interment rights have been paid in full and the interment/scattering 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 a copy of the contract, a copy of the cemetery by-laws, a copy of the price list and the BAO's publication A Guide to Death Care in Ontario (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.

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.

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.

13. 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. 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.

14. Instructions to Interment Rights Holder

- 14.1 The Cemetery Operator may, from time to time, establish a schedule of changes for interment rights within the cemetery and file with the Registrar.
- 14.2 Subject to the requirements of *the Act*, the Cemetery Operator reserves the right to specify the terms of purchase of any new interment rights holder.
- 14.3 The use of any lot is for the Interment Rights Holder or relatives for interment purposes only. The Interment Rights Holder is prohibited from reselling an Interment Right (lot/plot) to a third party. Such Rights will be repurchased by the Cemetery Operator at the current market price listed on the current price list, less the Care and Maintenance contribution made at the time of purchase.
- 14.4 The cemetery operator reserves the right to refuse to cancel a contract for interment rights if a portion of the interment rights has been exercised (for example, one lot in a plot has been used).
- 14.5 An Interment Rights Holder may file a written designation naming persons who may be interred or entombed in the lot, crypt or niche registered in his or her name, and unless countermanded in writing, interments will be permitted in accordance with such designations. In the absence of any written designation on file, a request for the interment of any person other than the

Interment Rights Holder shall be made in writing by the Interment Rights Holder. Notice of any intended interment or entombment in a lot, crypt or niche must be given to the Cemetery Operator at least eight working hours previous to the time fixed for interment.

- 14.6 No transfer of any Interment Rights shall confer any rights of the transferee until the transfer has been recorded by the Cemetery Operator and the name of the transferee has been entered in the records of the cemetery as the new Interment Rights Holder.
- 14.7 Each Interment Rights Holder shall notify the Cemetery Operator of any change in his/her post office address. Notice sent to the Interment Rights Holder at the last address according to the Cemetery Operator's records shall be deemed to have been received within the ordinary course of the post office.
- 14.8 In the event of the death of the Interment Rights Holder, the Cemetery Operator will record the successor in Cemetery Operatorship as the new Interment Rights Holder upon the written application of the Personal Representative of the deceased Interment Rights Holder.
- 14.9 Any person or persons becoming the Interment Rights Holder by succession shall take the Interment Rights subject to all existing conditions and, in particular, the rights of such successor Interment Rights Holder shall be subject to any written designation which the deceased Interment Rights Holder has made and filed with the Cemetery Operator during the lifetime of such Interment Rights Holder.
- 14.10 In the event the Interment Rights are being recorded in the names of more than one person, they shall be deemed to be joint tenants of the same with full rights of survivorship and the interest of the person dying shall pass to the other joint Cemetery Operator inevitably on the death of the person so dying.
- 14.11 Interment Rights Holder is to ensure that any shrubs, flowers, and votive candleholders, have the approval of the Cemetery Operator.

Requirements for cancellation of interment rights: To cancel a contract for interment rights, the interment rights holder must provide the cemetery operator with written notice of cancellation and the interment rights certificate, which must be endorsed by the rights holder(s), transferring all rights, title and interest back to the cemetery operator. The aforementioned paperwork must be completed before the cemetery operator will reimburse the rights holder(s).

Transfer of Interment Rights: The transfer of interment rights may only be made after the interment rights have been paid for in full. With the permission of the cemetery operator and in accordance with these by-laws, the rights holder may transfer the interment rights to another person for no consideration (no money). Transfers must be processed through the cemetery operator and the following must be provided. The interment rights certificate endorsed with the following:

- A statement signed by the rights holder selling the rights, acknowledging the transfer to the third-party.
- A signed confirmation by the cemetery operator that the person transferring the rights is shown as the rights holder in the cemetery's records. Should the interment or scattering rights holder be deceased, authorization must be provided in writing by the person authorized to act on behalf of the interment rights holder in keeping with the *Succession Law Reform Act* i.e. personal representative, estate trustee (executor) or next of kin. A copy of the notarized will or

other documentation may be required to ensure the person requesting the transfer is authorized to do so.

- The date on which the rights were transferred to the third-party.
- The name and address of the third-party transferee.
- A written statement regarding the lots that are being transferred and confirmation that they have not been used.
- Any other documents in the rights holder's possession relating to the rights.
- A copy of the current cemetery by-laws must be provided the transferee.

Once all required documentation and 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 transferee(s).

Upon completion of the above-listed procedures, and upon the issuance of the new interment rights certificate, the transferee(s) shall be considered the current interment rights holder(s) of the interment rights, and the resale or transfer of the interment rights shall be considered final in accordance with the cemetery by-laws and the FBCSA.

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

15. Arrangements for Interments

- 15.1 The Cemetery Operator shall request those wishing to make a selection of a lot, crypt, or niche or arrange for a funeral, interment or entombment, to call at the Church office in ample time to make the arrangements. Notice of any intended interment must be given to the Cemetery Operator at least eight working hours previous to the time fixed for the interment.
- 15.2 Only religious services approved by the Church are permitted within the cemetery.
- 15.3 If required, written evidence of eligibility for Catholic burial according to the Norms of Canon Law shall be furnished.
- 15.4 Any human remains, which have been cremated in violation of the provisions of Canon Law, shall not be interred in the Cemetery.
- 15.5 Only a Priest, Chaplain or Deacon holding faculties from the Ordinary of his diocese shall conduct Roman Catholic Services.
- 15.6 Any persons ordering an interment, disinterment or removal shall be responsible for the cemetery charges for these services. If such charges are not paid, the Cemetery Operator may refuse to permit the Interment, disinterment, or removal.
- 15.7 Funerals shall not be admitted to the cemetery when accompanied or escorted by regalia or banners of societies, organizations, or lodges, which are banned by Ecclesiastical Law. Certain fraternal or lodge services not otherwise prohibited by Church Law may be permitted by the Cemetery Operator, provided that specific written permission is obtained from the Cemetery Operator.

- 15.8 The Interment Rights Holder prior to the time of interment shall supply to the Cemetery Operator with the following:
- 15.1.1 A burial permit;
 - 15.1.2 A cremation certificate issued by the crematorium conducting the cremation;
 - 15.1.3 Written permission of the Interment Rights Holder, or his or her personal representative;
 - 15.1.4 A cemetery information sheet (provided by the cemetery);
 - 15.1.5 A Christian burial certificate (if required);
 - 15.1.6 Payment in full;
 - 15.1.7 A signed contract;
 - 15.1.8 Social service requisition (if required).
- 15.9 Flowers shall be delivered at the burial site in sufficient time to permit arrangements before the funeral services. The Cemetery Operator reserves the right to remove all floral pieces seven days following the Interment. The Cemetery Operator reserves the right to limit the number of floral pieces in keeping with the decorum and dignity of the Cemetery.
- 15.10 The Cemetery Operator shall not be responsible for any delay in the interment or entombment of a body where a protest to interment or entombment has been made, or where the By-Laws have not been complied with, or due to the number of funeral services.
- 15.11 Except in cases of extreme necessity such as the danger of contagion or infection, or in case of an epidemic, interment or entombment shall not be made on Sundays or Statutory Holidays. The Cemetery Operator may designate the hour and manner during which interments may be made.
- 15.12 As a general rule, only one (1) interment may be made in each grave. If more than one interment is permitted, the first interment must be made extra deep. In a single plot, a maximum of four (4) cremated remains shall be permitted.
- 15.13 Cremated remains must be delivered to the Cemetery Operator by a bonded courier, member of the Interment Rights Holder family or employees of a Funeral Home.
- 15.14 In the event that the container supplied will not hold all the cremated remains, an additional container is to be used, and instructions are to be supplied by the Interment Rights Holder for their disposition.
- 15.15 Scattering of cremated remains is prohibited anywhere on cemetery grounds. The process of scattering of cremated/hydrolyzed remains is irreversible, therefore scattered cremated/hydrolyzed remains cannot be retrieved.
- 15.16 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 also recommended). There is no guarantee that cremated remains interments that took place without an urn or urn vault can be located. Regardless, 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. 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.

16. Caskets or Outer Containers

- 16.1 A body must be delivered to the cemetery for burial in a closed casket or container and will be buried in such a casket or container. All such caskets or containers must be of sufficient strength that is, equal to or greater than ½ inch plywood.
- 16.2 No Casket or container shall be opened within the cemetery without the express permission of the licenced funeral director and in the presence of the Cemetery Operator.
- 16.3 If using an outer container (vault), it must be made of steel or concrete. All such containers must be of sufficient strength that is, equal to or greater than ½ inch plywood.
- 16.4 The Cemetery Operator is not responsible for damage done to a casket or outer container (vault) during the burial, disinterment and/or removal.

Sizes of Caskets and Vaults: The size of the outer container or casket cannot exceed the following measurements.

- Single plot 42 inches in width Restricted to 33 inches in height, 34.25 inches in width and 92 inches in length.
- Child casket restricted to 26 inches in height, 25 inches in width and 5 feet in length for the outer container.
- Infant casket restricted to 22 inches in height 18 inches in width and 3 feet 4 inches in length.
- Cremation Niche Urns cannot exceed the maximum dimensions of the niche as per the specifications on the Interment Rights Certificate.

17. Disinterment

- 17.1 No disinterment or removals may be made without the prior permission of the Cemetery Operator, the written consent of the interment rights holder and the prior notification of the medical officer of health. Notification to the local medical officer of health is not required for the disinterment of cremated remains.
- 17.2 In some circumstances, the disinterment of human remains may be ordered by one or more public officials (e.g., Coroner's Office) and will take place without the consent of the interment rights holder(s) and/or next of kin.
- 17.3 The cemetery is not responsible for damage to any casket, burial case, 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.
- 17.4 The remains of the person who died from one or more contagious diseases shall not be disinterred except under written approval of the Medical Officer of Health or other public officer having authority and shall in all cases be made in accordance with the prescribed rules and regulations of such Medical Officer of Health or person.

- 17.5 Any disinterment for entombment in a mausoleum must be placed in a container sufficient to contain fluids.
- 17.6 Family members are not permitted to be present during the disinterment.

18. Storage Regulations: No storage facilities are available.

19. Columbarium

- 19.1 Niches will only be opened, and sealed, by the Cemetery Operator or his designate. This applies to both the inside sealer and the niche front.
- 19.2 Flowers only will be permitted at the base of the columbarium. All artificial flower arrangements, which become unsightly, will be removed.
- 19.3 To ensure quality control and maintain the desired uniformity and standard of workmanship, the Cemetery Operator reserves the exclusive right to inscribe on all niche fronts.
- 19.4 A porcelain or photo plaque picture will be permitted on the niche fronts. The Cemetery Operators reserve the right to install and designate the location of the pictures.
 - 19.1.1 Porcelain or photo plaque pictures on niche fronts shall be 2 inches in width and 2-3/16 inches in height.
 - 19.1.2 Bronze frames must be attached to the niche with anchor bolts, screws, or pins (maximum size 3/16 in diameter) measuring 2.1875 inches in width and 3 inches in height.

20. Memorialization

20.1 General:

- 20.1.1 No marker shall be placed in the cemetery without written permission from the Cemetery Operator given in accordance with the practice prevailing at the time of the giving of the permission.
- 20.1.2 The design, symbolism, emblem, craftsmanship, quality and material of inscriptions and markers to be placed in the cemetery, shall be subject to the approval of the Cemetery Operator in writing.
- 20.1.3 A written request signed at St Paul's Church office by the Interment Rights Holder is required prior to approval.
- 20.1.4 This being a Catholic Cemetery all markers must have a cross incorporated into the design of the monument.
- 20.1.5 Due to the danger of becoming damaged or broken, picture or photograph attachments are not permitted on markers set flush with the ground or on vases.
- 20.1.6 Lead lettering is not permitted on any new marker, monument, or memorial in any cemetery.
- 20.1.7 Due to our climate conditions (which cause paint to peel off in a short time) no paint will be allowed on the surface of the monument except for the incised lettering and the background carving.

20.2 Bronze Markers:

- 20.2.1 All bronze castings shall be true, free from weakening or minor defects, blemishes, or imperfections with a smooth surface area.
- 20.2.2 Bronze markers must be cast with four integral bosses on underside to facilitate installation. The bosses are to be tapped or drilled to receive the necessary anchor lugs of brass or bronze 4 inches in length and not less than 3/8th inch in diameter.
- 20.2.3 Bronze markers must be attached to a concrete base having a thickness of 4 inches and have the same dimensions as the marker or set on the granite base with a projection of 2 inches on all sides of the bronze marker and 4 inches in thickness.
- 20.2.4 The minimum size marker permitted on any single grave is 18x9 inches. The maximum size marker permitted for the following graves, and lots are:

1 Grave Lot	21x14 inches
2 Grave Lot – side-by-side	42x14 inches
3 Grave Lot – side-by-side	63x16 inches
- 20.2.5 Bronze vase units are permitted in addition to an existing marker where there is no permanent vase already in place. Wall plaques are not permitted for ground burials.

20.3 Granite Markers (Flat Markers):

- 20.3.1 Granite markers shall be 4 inches in thickness and smoothly finished on all surfaces.
- 20.3.2 The maximum size marker permitted for the following graves, and lots are:

1 Grave Lot	21x14 inches
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20.4 Upright Markers:

- 20.4.1 Concrete foundations are required for all monuments. The foundation of the monument shall be built in the designated space and must be the exact dimensions of the base of the monument. All foundations will be not less than 4 feet in depth. This does not apply to any lots with prepoured foundations. All foundations will be leveled to the lowest point of the surrounding area.
- 20.4.2 All bases and die-stones (known as markers) shall be of granite material.
- 20.4.3 No base may be less than 6 inches in thickness. The minimum depth of all bases must be 1ft 2 inches and a minimum length must be 2 ft. The height of the base should increase with the weight of the monument.

For example:	Minimum	6 inches
	Over 1300 lbs	8 inches
	Over 2600 lbs	10 inches
	Over 5200 lbs	12 inches

For safe maintenance (grass cutting), the bottom 4 inches of all bases must be rocked picked. For aesthetic reasons, high bases are not favoured. Minor scraping of the base due to grass cutting operation shall be considered normal wear.

- 20.4.4 No combination of monument dies, and base shall exceed 36 inches in height.
- 20.4.5 Statuary must be manufactured in granite or other suitable material approved by the Board. In all cases there must be a 3-inch projection around the perimeter of the die.
- 20.4.6 No monument die shall be less than 6 inches in thickness.
- 20.4.7 The maximum size of dies and bases are as follows:

1 Grave Lot	die	32 inches in length 36 inches in height
	base	36 inches in length 14 inches in width
	overall	44 inches in height including an 8-inch base
2 Grave Lot	die	56 inches in length 40 inches in height
	base	60 inches in length 18 inches in width
	overall	48 inches in height including an 8-inch base
3 Grave Lot	die	64 inches in length 36 inches in height
	base	68 inches in length 18 inches in width
	overall	48 inches in height including an 8-inch base
4 Grave Lot	die	72 inches in length 40 inches in height
	base	76 inches in length 18 inches in width
	overall	48 inches in height including an 8-inch base

- 20.4.8 No floral container, vase or vigil lamp shall be permanently affixed, installed on, or in any way attached to, the die. The Cemetery Operator shall establish the following tolerances with respect to the marker dimensions:
 - ¼ inch on monument dies and bases with smooth or polished sides.
 - ½ inch on monument dies and bases with rock edge sides.
 - ¼ inch on flat memorials.
- 20.4.9 All monuments shall be constructed of granite. The base for such structures shall be cut level and true.

- 20.4.10 To ensure stability, no monument of any design or construction shall have any uncovered vertical joints.
- 20.4.11 Only one upright monument will be permitted upon a lot.
- 20.4.12 Inscription is permitted only on the front side of monuments except when written approval is obtained by the cemetery operator.
- 20.4.13 The minimum height of a monument must be 30 inches including base. All die-stones fewer than 2 square ft. at the base shall be adequately dowelled. Dowels must be of non – corrosive material not less than ½ inch in diameter. Dowels must be not less than 6 inches. The dowel holders must be drilled no more than 1/8th inch larger than the diameter of the dowel.
- 20.4.14 Footstones are not permitted.
- 20.4.15 Only porcelain or photo plaque pictures will be permitted. Porcelain pictures must be oval in shape, measuring 2-3/8th inches in width and 3-1/8th inches in height.
- 20.4.16 Due to our climate conditions (which cause paint to peel off in a short time) no paint will be allowed on the surface of the monument except for the incised lettering and the background of carving.
- 20.4.17 Monuments that do not conform to the regulations but add to the decorum and beauty of the cemetery may be considered under exceptional circumstances by the Cemetery Operator.

20.5 Shared Monument Lots:

- 20.5.1 Shared Monument Lots is a two-grave lot with an installed monument between two lots, which may contain a maximum of four interments. In certain designated areas where only two interments are permitted, a notation will be made on the Interment Rights Certificate.
- 20.5.2 Only a porcelain picture with bronze frame and no cover will be permitted. Porcelain pictures must be oval in shape, measuring 2-3/8th inches in width and 3-1/8th inches in height. Bronze frames must be oval in shape measuring 3-1/4 inches in width and 4-3/4 inches in height.
- 20.5.3 Additional markers or footstones are not permitted.

21. Contractors

- 21.1 No persons shall be permitted to work in the Cemetery unless authorized by the Cemetery Operator.
- 21.2 All damage by contractors to property, monuments and grounds must be reported to the Cemetery Operator and repaired by the said contractor to the satisfaction of the Cemetery Operator.
- 21.3 Interment Rights Holder may have certain work done in accordance with the By-Laws at their own expense.
- 21.4 All contractors working on behalf of the Cemetery Operator, or the Interment Rights Holder shall have proper liability and insurance coverage in the amount of \$2,000,000.00 minimum to indemnify the Cemetery Operator against claims resulting from any work carried out by them in

the Cemeteries. A copy of the said documents shall be on file at Saint Paul's Church office. If there is a change to the said documents, then the Church office will receive a copy of the change within two working days. Written approval must be obtained from the cemetery operator, prior to any work commencing.

- 21.5 Bronze markers will be accepted for installation from April 15th to November 30th of each year. Markers must be delivered to the cemetery.
- 21.6 All outside contractors, sub-contractors, or their workers, which shall include monument dealers, landscapers, or vault companies and their employees, shall furnish to the Cemetery Operator proof of Workers Compensation coverage as required by law, and coverage in the amount of \$2,000,000.00 minimum to indemnify the Cemetery Operator against claims resulting from any work carried out by them in the Cemeteries.
- 21.7 Foundations will be installed from May 15th to November 30th of each year, unless specified by the Cemetery Operator.
- 21.8 Prior to the installation of a memorial, the contractor must contact the Church office for inspection and approval.
- 21.9 No contractor or contract worker shall be allowed to perform work on Sundays and Holy Days of Obligation with the exception of seasonal maintenance.

22. Correction of Errors

To correct any inadvertent error that may have been made by the Cemetery Operator, either in making an interment, disinterment or removal, or in the description, transfer or granting of any interments rights or lot, and will take the following action, in consultation with the interment rights holder or their authorized representative: either cancel such grant and substitute and grant, in lieu thereof, other interment rights or lot of equal value and similar location, as far as it is reasonably possible, and as may be selected by the Cemetery Operator; or refund the money paid on account of the purchase of the said lot. In the event of any such error that may involve the interment or disinterment of the remains of any person or persons in any lot, the Cemetery Operator, with the permission of the Medical Officer of Health and the Interment Rights Holder, may remove and re-inter the remains in such other lot of equal value and similar location as may be substituted and granted in lieu thereof.

23. Loss or Damage

- 23.1 The Cemetery Operator disclaims all responsibilities for loss or damage from causes beyond its reasonable control, to lots, structures, or markers other than loss or damage resulting from reasonable wear and tear which the Cemetery Operator is liable to repair pursuant of *the Act*.
- 23.2 In the event it becomes necessary to reconstruct or repair monuments or memorials, any section of lot, including graves, or any portion or portions thereof in the cemetery, which has been damaged by such causes. The Cemetery Operator shall give written notice, if possible, of the necessity for such repair to the Interment Rights Holder of record.
- 23.3 The Cemetery Operator will not be responsible for loss or damage done to ceramic pictures, vase rings, vase insert or floral tributes.

24. Right to Re-Survey

The following rights and privileges are hereby expressly reserved to the Cemetery Operator subject to the approval of the Ministry of Public and Business Service Delivery and Procurement (MPBSDP) and the Registrar, Bereavement Authority of Ontario (BAO) to be exercised at any time or, from time to time, for the erection of buildings, preservation of, or connect with, incident to, or convenient for, the care of, or preparation for the interment of, human remains or other cemetery purposes.:

- 24.1 To resurvey, enlarge, diminish, alter, in shape or size, re-plot, change or remove plantings, grade or otherwise change all or any part or portion of the cemetery.
- 24.2 To lay out, establish, close, eliminate, or otherwise modify or change, the locations of roads, walkways, pathways, or drives, provided ingress and egress to and from any lot is preserved or is allocated to the Interment Rights Holder and further provided that the foregoing complies with the By-Laws.
- 24.3 Easements and rights of way over and through all the cemetery premises for the purpose of installing, maintaining, or operating pipelines, conduits or drains for sprinklers, drainage, electrical or communications lines or for any other cemetery purpose are permitted providing that no burials shall have taken place in these areas.
- 24.4 No easement or right of interment is granted to any Interment Rights Holder in any road, drive, or walkways within the cemetery, but such road, drive or walkways may be used as a means of access to the cemetery as long as the Cemetery Operator devotes such a road, drive or walkway to that purpose.

25. Effective Date

These By-Laws shall become effective when filed and approved by the Registrar, Bereavement Authority of Ontario made under *the Act*.

