

St. Mary's Roman Catholic Cemetery

Lindsay, Ontario

By-laws

2023

Licence # 4754306

These by-laws are the rules and regulations that govern the St. Mary's Roman Catholic Cemetery and have been approved by the Registrar, Funeral, Burial and Cremation Services Act, 2002 (FBCSA), Bereavement Authority of Ontario (BAO)

This By-Law shall be composed of 9 sections, namely:

Section A	History and Preface
Section B	Definitions
Section C	Administration
Section D	Financial
Section E	Rules & Regulations
Section F	Operations
Section G	Interment
Section H	Disinterment
Section I	Markers

Section A: History and Preface

With the arrival of Irish settlers in 1825, burying grounds were first established on Lot 7, Concession 2, Ops (Connell) and on Carlin property near the former Murphy's school. The third cemetery was blessed by Father Farrelly in 1860 and located on the south half of Lot 19, Concession 4, now known as Angeline Street South.

Monsignor P.D. Laurent founded the present St. Mary's Roman Catholic Cemetery with the purchase of 16 acres of land in Ops Township, Victoria County. It is situated on Lindsay Street South, west of Scugog River, and was opened for burials on June 20th, 1897.

Lot owners are the shareholders of the Cemetery, which is administered by an elected board. In order to facilitate the administration of the cemetery, the officials have prepared these By-Laws setting out the rules and regulations governing its operations.

St. Mary's Roman Catholic Cemetery is owned by the Roman Catholic Episcopal Corporation of the Diocese of Peterborough in Ontario.

Section B: Definitions

Act

Shall mean the Funeral, Burial and Cremation Services Act, 2002 (FBCSA).

Board

Shall mean seven members elected from the St. Mary's Roman Catholic Cemetery lot owners and the Pastor of St. Mary's Catholic Church as member of the board. The Board will elect their Chairman and Vice chairman.

By-Law

Shall mean the rules under which the cemetery is operated. Said by-law shall be passed by St. Mary's Roman Catholic Cemetery Board and approved by the Registrar.

Cemetery

Shall mean the land set aside to be used for interment of only human remains and can include columbarium or other structure intended for the interment of human remains.

Cemetery Services

Shall mean the following services in respect of a lot, plot or niche:

- 1) Opening and closing of a plot, lot or niche.
- 2) Interring or disinterring human remains.
- 3) Oversee monument foundation placement.
- 4) Setting of corner post, flat marker and niche plaque.

Columbarium

Shall mean a structure designed for the entombment of cremated human remains.

Contract

Shall mean a contract signed by the purchaser and the cemetery, detailing obligations of both parties and acceptance of the Cemetery by-laws.

Corner Posts

Shall mean a post set flush with the surface of the ground and used to indicate the location of a plot or lot. Corner posts are strongly recommended and are at the expense of the plot or lot owner. The size, not exceed 6 inches by 6 inches by four inches thick and of granite. Concrete will not be allowed in setting markers.

Inter

Shall mean the burial or interment in the cemetery of the body or remains of only a human being. It includes the opening of a lot and then the placing of dead human remains or cremated human remains in that lot, followed by closing the lot. The lot may be a grave in the ground or a niche in a columbarium.

Interment Rights Certificate

Shall mean the document issued by the Cemetery to the purchaser once the interment rights have been paid in full, identifying ownership of the interment rights.

Interment Rights

Shall include the right to require or direct the interment of human remains or cremated human remains in a lot, plot or

niche and to authorize the installation of a monument or marker.

Interment Rights Holder

Shall mean a person with interment rights with respect to a lot, plot or niche and said interment rights holder shall be listed in the records of the Cemetery.

Lot

For the purposes of these By-Laws a lot is a single grave space.

Marker

Shall mean any monument, tombstone, plaque, headstone, or flat marker used to mark the location of burial lot.

Niche

An individual sealed compartment in a columbarium.

Care & Maintenance Fund - Also known as Perpetual Care Fund

It is a requirement under the FBCSA and O. Reg. 30/11 and 184/12 that a percentage of the purchase price of all Interment Rights, and set amounts for marker and monument installations, is contributed into the Care and Maintenance Fund. Interest earned from this fund is used to provide care and maintenance of plots, lots, markers and monuments at the Cemetery.

Plot

Shall mean two or more lots in which the rights to inter have been sold as a unit.

Registrar

Shall mean the Registrar appointed under the FBSCA.

Secretary-Treasurer

Shall mean the secretary-treasurer appointed by the Board to keep registers and maintain records for the Cemetery.

Tariff

Shall mean the tariff or fee and charges set forth in the fee Schedule as approved by the Board.

Section C: Administration

1. The business and affairs of St. Mary's Roman Catholic Cemetery will be managed by a Board composed of Seven Directors, who are elected at the annual general meeting by the lot owners, a Secretary-Treasurer and the Pastor of St. Mary's Catholic Church. The elected Board members shall give their time and service free of charge.
2. The Board, at their annual general meeting, shall elect a chairman and a vice-chairman to serve for a two (2) year term. The rest of the Board will be elected for a one-year term.
3. The Board shall be responsible for the administration, management, care, maintenance and improvement of the property and the cemetery.
4. The Board shall have the authority to engage a Secretary-Treasurer and authorize caretakers, employees and other persons to carry out the duties of the board.
5. The Board will be responsible to St. Mary's Roman Catholic Cemetery interment rights holders for the execution of their duties.
6. The Board may appoint new Board members to fill any vacancies that occur for the remainder of the term.
7. The Board and the Secretary-Treasurer shall keep such records and books as necessary for properly recording all matters pertaining to the cemetery and as may be prescribed.
8. The Board shall make and render such reports as may be prescribed.
9. The Board shall meet at least once quarterly. If required, the chairman may call other meetings.

Public Register:

Provincial legislation – Section 110 of O. Reg. 30/11 requires all cemeteries and crematoriums to maintain a public register that is available to the public during regular office hours.

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.

Pets or Other Animals:

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

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-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 twelve month if the by-law or by-law amendment pertains to markers or their installation.

All by-laws and by-law amendments are subject to the approval of the Registrar, FBCSA, BAO.

Section D: Financial

1. All fees and charges shall be payable in accordance with the tariff which will be set by the Board. Payments for all fees and charges shall be made payable to St. Mary's Roman Catholic Cemetery.
2. The Secretary-treasurer shall keep such records as are necessary for properly recording and exhibiting all financial matters pertaining to the Cemetery.
3. The secretary-treasurer shall maintain, invest and administer the Care and Maintenance Fund in accordance with the provisions and regulations of the Act.
4. The revenue (interest) from the Care and Maintenance Fund will be deposited in the cemetery operating account and shall be used for general maintenance and improvement of the cemetery in accordance with the prescribed Regulations under the Act.

5. The revenue (interest) from the Care and Maintenance Fund shall be applied at the discretion of the Board, and shall be used for general maintenance of monuments/markers in accordance with the prescribed Regulations under the Act.
6. Anyone may make a donation to St. Mary's Roman Catholic Cemetery. The Board shall have the authority to establish special Trust Funds for donations. The application and use of said funds shall be at the discretion of the Board, subject to the approved operating budget.

Section E: Rules and Regulations

1. All persons entering the cemetery shall behave with due order, decorum and with respect for the dead.
2. Receptacles are provided at convenient points on the grounds for the deposit of rubbish, spoiled flowers and plants. The public is urged to use them.
3. Interment Rights Holders shall not permit interments to be made in their lots or plots unless approved by the Board.
4. Public vehicles and equipment operating within the Cemetery shall be driven at a speed not exceeding 5 kilometers per hour and shall remain on the designated roads. Vehicle owners shall be held responsible for any damage done by them.
5. Vehicles heavily loaded shall not be permitted to enter the Cemetery without the approval and supervision of the Custodian.
6. Recreational vehicles are not allowed in the Cemetery.
7. During the growing season from May to October natural and artificial flowers are permitted in the Cemetery. From November to April artificial wreaths on stands without glass or plastic covers will be permitted on graves sites, but they must be removed by April 30th. Glass containers and vases are not allowed, as they are hazardous for our caretakers in the use of lawn mowers.
8. No person under the age of twelve (12) years shall be admitted within the Cemetery unless attended by an adult who shall be responsible for his or her conduct.

9. Any person who damages any plot or lot, marker or other structure, or otherwise does any damage in the Cemetery shall be personally responsible for the repair or replacement of such damage.
10. No person shall:
 - a) place any fence, railings, artificial and coloured stones or other enclosures around any lot or plot.
 - b) allow any animal into the cemetery unless confined in a vehicle (other than service animals).
 - c) plant any flowers, plants, shrubs or trees without the permission of the Board. When permitted, the planting of flowers or shrubs is restricted to a distance of 12" from monument. The Board reserves the right to enter onto the lot or plot and remove said objects.
 - d) write upon, deface or damage any marker, railing, fence, tree or other structure, or pick or cut flowers of any kind.
 - e) have in their possession any firearm within the Cemetery except in the case of a Military funeral.
 - f) enter into the cemetery between sundown and sunrise the following day
11. Any person violating any of the provisions of this By-Law shall be deemed to be a trespasser and is subject to immediate eviction from the Cemetery in addition to any or all penalties by-law.
12. The Board 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, monument, marker, or other article that has been placed in relation to an interment right, save and except for direct loss or damage caused by gross negligence of the cemetery.

Section F: Operations

I ~ Sales

1. Lot, plots or niche may be purchased by individuals upon full payment of the appropriate tariff rate set by the Board. At the time of the sale the secretary-treasurer shall provide a copy of the following:
 - a) copy of the contract to purchase
 - b) copy of cemetery By-Laws
 - c) copy of the tariff list
 - d) copy of the consumer information guideUpon payment in full, the secretary-treasurer shall provide an Interment Rights Certificate.

2. Cancellation Rights:
 - a) With written notice of cancellation within 30 days of purchase all monies received for the lot, plot or niche will be refunded.
 - b) With written cancellation after 30 days of purchase, the repurchase price will be the monies received minus the amount set aside in trust in the Care and Maintenance Fund. The purchaser also has the option to resale the interment rights to a third party.
3. Purchasers of lots, plots or niche acquire only the right and privilege of interment of the dead and of erecting markers and plaques, subject to the provisions of the By-Law.
4. The Interment Rights Certificate shall specify all requirements under the Act, including the name of the Interment Rights Holder, the location of the lot, plot or niche, the date of purchase, the total amount paid and the amount deposited in the Care and Maintenance Trust Fund
5. The Interment Rights Holder must designate in writing if another person is to be buried in their lot, plot or niche.
6. If an Interment Rights Holder wishes to sell their lot, plot or niche, this sale or transfer must be conducted through the cemetery operator and the purchaser meets the requirements as outlined.

II ~ Contract

1. The purchaser of Interment Rights shall be provided with a Contract, at the time the Contract is made, which shall indicate those matters prescribed by the Act and the Regulations.

III ~ Transfers and Resales

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, 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 interment rights holder and purchaser meets the qualifications and requirements as outlined in the cemetery operator's by-laws. This includes members or family members of the Catholic faith community of St. Mary's Parish Lindsay.

Requirements for a Third Party Sale:

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

The interment rights certificate endorsed with the following:

- 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 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 must be provided to the new interment rights holder.

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 in order 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 or rights holder(s) of the interment rights, and the resale of the interment rights shall be considered final in accordance with the cemetery by-laws and the FBCSA.

Transfer: For the purposes of this subsection, "transfer" means to make a gift, a bequest or any other transfer without consideration. If an Interment Rights Holder wishes to transfer the individual's interment rights, notice must be given to the Secretary- Treasurer and the original certificate must be returned. The same obligations described under the requirements of a resale apply, with necessary modifications, to the rights holder and the transferee. The SecretaryTreasurer shall issue a new certificate of interment rights to the transferee. The transfer of ownership of Interment Rights is not binding upon the Board until a duly executed transfer agreement has been deposited with the Secretary-Treasurer.

1. In the case of succession (i.e. Last Will and Testament) the transfer will be per above and Cemetery Policy.

2. All resale and transfers of interment rights must be carried out through the Cemetery operator (i.e. Secretary-Treasurer).
3. 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 tariff list, is also charged for replacement of lost or damaged certificates.

Section G: Interment

1. The Board is empowered to fix and regulate the price for opening and closing lots, plots or niche subject to approval by the Registrar.
2. No interment shall take place until such time as the lot, plot or niche has been paid for in full.
3. For every interment the Secretary-Treasurer or Board must be provided with the Burial Permit or Cremation Certificate along with all applicable fees.
4. Interment rights holder(s) must provide written authorization prior to a burial or an entombment taking place. Should the interment rights holder be deceased, authorization must be provided in writing by the person authorized to act on behalf of the interment rights holder in keeping with the Succession Law Reform Act i.e. Personal Representative, Estate Trustee, Executor or next of kin.
5. No interment shall be made on Sunday, Good Friday or Christmas day, except in accordance with the regulations of the Medical Officer of Health.
6. A concrete vault may be required in some sections of the Cemetery, because of physical ground conditions in the Cemetery.
7. No more than two* interments may be made a full-size same lot, and in the case of two casket interments, the first must be in a concrete vault at double depth. Interment fee includes the opening and closing of a grave or niche.
8. No more than one* cremated interment shall be made in a cremation lot.
9. No more than two* cremated interments shall be made in a niche.
10. The scattering of cremated remains is prohibited in the cemetery.

11. Notice of each interment shall be given to the Secretary-Treasurer at least 48 hours prior to burial (unless ordered by the Medical Officer of Health).
12. The Custodian of the Cemetery, or their assistant, or someone from the Board and Pastor of St. Mary's Church (or his designate) shall be in attendance at each interment.
13. The opening and closing of lots and niches may only be conducted by cemetery staff or those designated to do work on behalf of the cemetery.
14. The Cemetery shall not be held responsible for any errors made for any funeral arrangements made by phone messages. ***Written arrangements are preferred.***

* **Note:** This number may be increased to accommodate cremated interments at family request and with Board approval.

Section H: Disinterment

No disinterment shall be allowed in any lot or plot, nor any body removed unless in accordance with the Funeral, Burial and Cremation Services Act, 2002 (O.Reg.30/11, Section 162).

Human remains may be disinterred from a lot provided that the written consent (authorization) of the interment rights holder has been received by the cemetery operator and the prior notification of the medical officer of health. A certificate from the local medical officer of health must be received at the cemetery office before the removal of casketed human remains from the cemetery may take place. A certificate from the local medical officer of health is not required for the disinterment of cremated remains from a lot or the removal of cremated remains from the cemetery.

In special circumstances the removal of human remains may also be ordered by certain public officials without the consent of the interment rights holder and/or next of kin(s)

During Disinterment the Custodian of the Cemetery, or their assistant, or someone from the Board and Pastor of St. Mary's Church (or his designate) shall be in attendance.

Please note that the cemetery is not responsible for the possible condition of the casket, outer container or urn (from the interment or damages occurred during

the disinterment) and that the person requesting the disinterment is responsible for the costs should a new casket, container or urn be required.

Section I: Markers

1. Lot owners should have monument manufactures contact the St. Mary's Roman Catholic Cemetery for information with regard to monuments, placement of lettering and size that is applicable to our cemetery – lot owners and monument manufactures must adhere to these rules.
2. Monument dealers must inform the Board or it's designate of the monument and base size and the tariff.
3. No memorial or other structure shall be erected or permitted on a lot until all charges have been paid in full and/or a permit is obtained from the cemetery operator.
4. No monument, footstone, marker or memorial of any description shall be placed, moved, altered, or removed without permission from the cemetery operator.
5. All foundations for monuments and markers shall be built by, or contracted to be built for, the cemetery operator at the expense of the interment rights holder.
6. The Board reserves the right to determine the maximum size of markers, their composition, their number and their location on each lot or plot.
 - a) All upright monuments to be erected shall be set upon poured concrete foundations, which shall be no less than four feet in depth and must exceed the monument by a minimum of two inches on all sides. All foundations shall be flush with the ground and be approved by a member of the cemetery staff before monument is erected.
 - b) The Board reserves the right to determine the maximum size of monuments, not to exceed 609 mm (24 inches) in width by 1016 mm (40 inches) in height on a single grave lot. On a plot the size shall not exceed 1220 mm (48 inches) in height. All monuments must be placed at the head of the gravesite and supervised by a member of the cemetery staff, at the time of installation.
 - c) Flat markers on a lot shall not exceed 24 inches wide by 18 inches deep.
7. 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.

8. The Board reserves the right to enter onto the lot or plot and remove any marker or other structure, or any inscription placed in or upon any lot or plot which is not in keeping with the dignity and decorum of the Cemetery or does not comply with this By-law.
9. Markers accidentally scratched or chipped by equipment during regular maintenance of the cemetery grounds, the Cemetery shall not be held responsible for such damage.
10. The Board shall have the right to maintain, repair, or lay down markers or parts of markers and to use or not to use the Care and Maintenance Funds for such purposes.
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 to remedy and remove the risk.
11. Inscriptions on the columbarium shall be of consistent letter style, method and size in keeping with existing inscribed plaques.

Items that are Prohibited in the Cemetery

If an article presents a risk to public or staff safety, it will be removed immediately by the St. Mary's Roman Catholic Cemetery.

Examples of Prohibited Items are: 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 or arches; chairs or benches.

Columbarium By-Laws

1. Payment must be made to the cemetery operator before an interment may take place.
2. Only the cemetery operator may open and seal niches for interments. This applies to the inside sealer and the niche front.
3. Inscriptions on the columbarium shall be of consistent letter style, method and size in keeping with existing inscribed plaques.

4. Only cemetery staff or those granted permission by cemetery staff shall remove or alter niche fronts.

Contractor/Monument Dealer By-Laws

Any contract works to be performed within the cemetery requires the written pre-approval of the interment rights holder and the cemetery operator before the work may begin. Pre-approval includes but is not limited to: landscaping, delivery of monuments and markers, inscriptions, designs, drawings, plans and detailed specifications relating to the work, proof of all applicable government approvals and permits, the location of the work to be performed. It is the responsibility of all contractors to report to the cemetery office and provide the necessary approvals before commencing work at any location on the cemetery property.

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

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

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

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

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

Contractors shall temporarily cease all operations if they are working within 100 metres of a funeral until the conclusion of the service. The cemetery 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, monument dealers and suppliers shall lay wooden planks on the burial lots and paths over which heavy materials are to be moved to protect the surface from damage.

