

MAXVILLE CEMETERY

Hereinafter referred to as “the cemetery operator”

Cemetery By-laws

These by-laws are the rules that govern the operations of Maxville 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”).

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A. DEFINITIONS

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 may be a grave in the ground, a crypt in a mausoleum or a niche in a columbarium.

By-laws: The rules under which the cemetery operates

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.

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.

Crypt: An individual compartment in a mausoleum for the entombment of human remains.

Grave: See **Lot**.

Hydrolyzed Remains: Means all recoverable skeletal bones of a dead human body that remain after hydrolysis in a hydrolysis facility. Bones are mechanically processed to reduce them to small particle size, similar to that of cremated remains. **Any reference to “cremated remains” in these by-laws is understood to include hydrolyzed remains.**

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 and includes a tomb, crypt or compartment in a mausoleum and a niche or compartment in a columbarium and any other similar facility or receptacle.

Marker: Any permanent memorial structure – upright monument, flat marker, plaque, headstone, cornerstone or other structure or ornament affixed or intended to be affixed to a burial lot, mausoleum crypt, columbarium niche or other structure or place intended for the deposit of human remains and may be used to indicate the location of a burial.

Niche: An individual compartment in a columbarium for the entombment of cremated human remains.

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

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

B. GENERAL INFORMATION

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.

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 or scattering 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, and without charge.

Pet Interments:

Full body or cremated pet remains are not allowed to be interred 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. INTERMENT RIGHTS

Purchase of Interment Rights:

The purchase of interment is not a purchase of real estate or real property. Interment right holders acquire only the right to direct the burial of human remains, and the installation of monuments, markers, and inscriptions, subject to the conditions set out in these cemetery by-laws.

No burial or installation of any monument, marker, inscription, or memorialization is permitted until the interment rights have been paid in full and the interment rights certificate 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.

Opening and Closing of Graves or Lots:

The opening and closing of graves and niches 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.

Notice Required:

The cemetery requires **24 hours'** notice for each interment of human.

Interments or disinterments will not be scheduled on **(Statutory holidays nor the Civic Holiday weekend)** unless special arrangements have been made and approved by the cemetery operator. Additional fees may be charged on these days.

Every effort will be made to complete a burial or scattering 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 or scattering cannot be made at the scheduled time, the cemetery operator reserves the right to reschedule. The burial or scattering shall be completed as soon as possible.

Authorization, Information and Documents Required for a Burial or Scattering:

The following items are required before an interment or scattering can take place:

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

Written Permission of Interment Rights Holder(s): Interment rights holder(s) may be required to provide identification and written direction and authorization prior to a burial, or entombment taking place. Should the rights holder(s) be the deceased, authorization must be provided in writing by the person authorized to act on behalf of the interment rights holder in keeping with the *Succession Law Reform Act* (i.e., Estate Trustee or authorized next of kin).

Proof of Registration of Death: A burial permit issued by the Registrar General (or equivalent document for deaths that occurred outside the province of Ontario) showing that the death has been registered must be provided to the cemetery operator 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 and all services must be paid for in full to the cemetery operator before a burial may take place.

Authorization of Social Services Agency: If applicable, written instruction from a social services administrator must be submitted to the cemetery operator before a burial financially assisted by a Social Services Agency may take place.

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

Burial Allowances for a Single Lot:

A single lot may contain one (1) casket and three (3) urns. It is strongly recommended that a casket interment be placed first, if there are no prior interments of urns in the lot.

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.

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 PROHIBITED

The cemetery operator prohibits the resale of interment rights to a third party. If the interment rights holder wishes to cancel their interment rights contract after 30 days, the cemetery operator will refund/repurchase the interment rights at the price listed on the current price list, less any care and maintenance contribution amount previously paid. 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).

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 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 (transferee).
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- The name and address of the transferee. A written statement regarding the lots/scatterings rights 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), and the transferee(s) shall be considered the current interment rights holder(s) of the interment rights. The resale or transfer of the interment rights shall be considered final and the cemetery's Public Register will be updated.

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. The fee, which is set out on the cemetery price list, is also charged for replacement of lost or damaged certificates.

F. 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.

G. 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.

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.

Only one monument and one marker shall be erected within the designated space on any lot.

To ensure quality control, desired uniformity and standards of workmanship, all foundations for monuments and markers shall be built by, or contracted to be built for, the cemetery operator. The price charged to the interment rights holder for a foundation will be at the direct cost price (no markup).

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.

A monument, private mausoleum, 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.

The installation of small-scale private mausoleums or columbariums (including niche monuments) may affect the total permitted interments within a lot or plot. In addition to the cemetery operator's approval, plans must be filed with the Registrar, BAO. Large-scale projects (15 cubic metres or greater) require the consent of the Registrar, BAO.

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.

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

The minimum thickness for flat markers including footstones is 4 inches or 10 cm.

All monuments and markers shall be constructed of bronze or granite.

All plaques for the columbarium must be purchased through the Cemetery Board (see price list).

Markers and footstones of bronze or granite are permitted with size and quantity restrictions according to these by-laws and the placement of such memorials shall not interfere with future interments.

Single lot maximum: 45" X 12'
Double lot maximum: 90" X 12'

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

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.

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.

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.

Inscriptions on the back and sides of a monument are limited to names and dates and do not require the cemetery operator's prior approval. However, Design features on the back or sides are subject to the cemetery operator's approval.

H. 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 scattering grounds
- Maintenance of cemetery roads, sewers and water systems
- Maintenance of perimeter walls and fences
- Maintenance of cemetery landscaping
- Maintenance of mausoleums and columbariums
- 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.

I. 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.

Fresh cut flowers or potted plants are permitted year-round and must be placed in the designated planting area or in a non-breakable, non-corrosive flower vase adjacent to the memorial. Fresh cut flowers and potted plants that have become unsightly and empty flower vases will be removed and disposed of by the cemetery operator without notice.

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.

Floral tributes of only fresh cut flowers are permitted by the columbarium. Floral tributes must not be left in a manner that blocks any memorial adjacent to it. Floral tributes that become unsightly will be removed by the cemetery operator without notice. No article of any nature is to be placed or fastened on the face of the columbarium, niche front or on top of the columbarium. Wreaths and artificial flower arrangements are prohibited in all areas surrounding the columbarium niches.

Floral arrangements with saddles are permitted to remain on the monuments throughout the year. These arrangements are to be properly maintained and may be removed by the cemetery staff should their condition detract from the appearance of the cemetery.

J. 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.

Temporary markers will be allowed for up to 1 year after the interment, after which time, the cemetery operator reserves the right to remove and dispose of them without notice.

Ground ornamentation such as vases, wreaths and decorative foot stones are to be removed by October 31 of each year. Items remaining after this date shall be removed and disposed of by the cemetery operator.

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.

No flower arrangements, plants, wreaths, toys or mementos are permitted to be placed near the columbarium except at the time of interment and will be removed upon its completion.

Tents from approved vendors are permitted for interment services only.

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.

L. COLUMBARIUM BY-LAWS

Only the cemetery operator or a designated representative may open and seal niches for interments. This applies to the inside sealer and the niche front.

To ensure quality control, desired uniformity and standard of workmanship, the cemetery reserves the right to inscribe all niche fronts or install all lettering, vases, adornments, or any other approved attachment.

No person other than cemetery staff or a designated representative shall remove or alter niche fronts.

The total number of cremated remains that may be placed in any niche is two (2).

Any urn which is too large to fit within the niche will not be interred in the columbarium.

M. 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. 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:

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

These 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 do any work in 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.

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.

