

BY-LAWS OF ST. PHILIP'S CEMETERY

These By-laws are the rules and regulations that govern St. Philip's Cemetery and are subject to the approval of the Registrar of Cemeteries, Funeral, Burial and Cremation Services Act, 2002 (FBCSA), Ministry of Government and Consumer Services.

A. Definitions

Adult Lot: Any burial space intended for an adult and currently having a size of 1 metre (3.25 feet) by 3.05 metres (10 feet).

Body: The body of a deceased person.

Burial: The opening and closing of an in-ground Lot or Plot for the disposition of human remains or cremated human remains.

By-laws: The rules and regulations under which the Cemetery operates.

Care and Maintenance Fund: Fund required under the FBCSA that is to receive a percentage of the purchase price of all Interment Rights and set amounts for Marker and Monument installations. Investment income earned from this fund is used to provide care and maintenance of Plots, Lots, Markers and Monuments at the Cemetery.

Cemetery: The St. Philip's Cemetery, located on Lot 22, concession C, Etobicoke, in the City of Toronto.

Child Lot: Any burial space intended for a child and currently having a size of less than 0.91 metres (3 feet) by 1.52 metres (5 feet).

Cemetery Committee: The duly appointed or elected Cemetery Committee for the St. Philip's Cemetery.

Contract: Written agreement between a purchaser of Interment Rights and the Cemetery which details the obligations of both parties and the acceptance of Cemetery By-laws by the purchaser.

Corner Post (Also called Corner Marker): Any stone or other land Marker set flush with the surface of the ground and used to indicate the location of a Lot or Plot.

Corporation: The Rector and Wardens of St. Philip's Anglican Church.

Cremated Remains: The residue after cremation of the body and of the casket or container in which it was received.

Cremation Lot: Any burial space intended to receive not more than two Cremated Remains and having a minimum size of 60.96 cm (2 feet) by 60.96 cm (2 feet).

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

General Maintenance Account: The account that has been set aside for maintenance of the Cemetery and for services rendered in connection with its operation.

Grave (Also called Lot): Any in-ground burial space intended for the interment of a child, adult or cremated human remains.

Interment Right: The right to require or direct the interment of human remains or cremated human remains in a Grave, Lot, Niche or Crypt and direct the associated memorialization.

Interment Rights Certificate: The document issued by the Cemetery to the purchaser once the Interment Rights have been paid for in full, identifying ownership of the Interment Rights.

Interment Rights Holder: Any person designated to hold the right to inter human remains in a specified Lot.

Lot: For the purposes of these By-laws, a Lot is a single grave space.

Manager: The person appointed by the Corporation to act as Manager of St. Philip's Cemetery.

Marker: Any permanent memorial structure that is set flush and level with the ground, and used to mark the location of a burial Lot.

Ministry: The Ministry of Government and Consumer Services.

Monument: Any permanent memorial projecting above the ground installed within the designated space to mark the location of a burial or Lot.

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

Plan: The plan of the Cemetery as approved by the Ministry of Government and Consumer Services.

Plot: For the purposes of these By-laws, a Plot is a parcel of land, sold as a single unit, containing multiple Lots.

Registrar: The person appointed by the Ministry of Government and Consumer Services to be in charge of cemeteries.

Scattering: The act of spreading of Cremated Remains over a designated area within the Cemetery with the knowledge and permission of the Cemetery and in keeping with the Cemetery's By-laws.

Scattering Rights Certificate: The document issued by the Cemetery to the purchaser once the Scattering Rights have been paid for in full, identifying ownership of the Scattering Rights.

Scattering Rights Holder: Any person designated to hold the right to scatter cremated human remains in a specified Lot or other designated area within the Cemetery.

Trust Funds: Those funds in which the Cemetery may invest, which are defined in the Trustee Act, R.S.O. 1989.

B. Administration

1. St. Philip's Cemetery is administered by the Rector and Wardens of St. Philip's Anglican Church who are referred to, collectively, as the Corporation.
2. Final judgements on policy and procedure shall rest with the Rector and Wardens who, acting together, constitute the Corporation of St. Philip's Anglican Church under Canon 15, Section 3, of the Canons of the Diocese of Toronto, 1991.
3. St. Philip's Cemetery reserves full and complete control and management of the land, buildings, roads, utilities, books and records of the Cemetery and complete authority to administer these By-laws.
4. Management and direction may be entrusted by the Corporation to an appointed or elected Cemetery Committee and/or Manager. Cemetery Committee members shall serve without remuneration.
5. The Cemetery Committee shall establish normal procedures for the conduct of its affairs and shall be responsible to report directly to the Corporation.
6. The Manager appointed by the Corporation shall have custody of the Cemetery. No interment or removal of bodies shall take place without notice to the Manager or his/her designate, who shall see that a proper burial permit or other certificate required by law is furnished in each instance.
7. The Corporation of the St. Philip's Church distinctly disclaims all responsibility for loss or damage from causes beyond its control and especially from damage caused by the elements, an act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, accidents, invasion, insurrections, riots or order of any military or civil authority, be it direct or collateral.
8. The Corporation shall take reasonable precautions to protect the property of Interment Rights Holders but it assumes no liability or responsibility for the loss or damage to any article of any type that is placed on any Lot or Plot.

C. General Information

Hours of Operation:

Visitation Hours: Daily, from 8:00 a.m. until sundown

Office Hours: Tuesday through Friday, from 7:00 a.m. until 1:00 p.m.

Burial Hours: Subject to the Cemetery's agreement, Monday through Saturday (except for statutory holidays), from 9:00 a.m. until 3:00 p.m.

General Conduct:

The Cemetery 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 any service being held.

By-law Amendments:

The Cemetery shall be governed by these By-laws and all procedures will comply with the Funeral Burial & Cremation Services Act, 2002 and Ontario Regulation 30/11, 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 year, 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, Cemeteries and Crematoriums Unit, Ministry of Government and Consumer Services.

Liability:

The Cemetery 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 save and except for direct loss or damage caused by gross negligence of the Cemetery.

Public Register:

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

Pets or Other Animals:

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

Notice of Resale and Transfer of Interment or Scattering Rights:

The Cemetery permits the Interment or Scattering Rights Holder to sell or transfer their Interment Rights or Scattering Rights to a third party, at no more than the current price listed on the Cemetery price list, as long as the sale or transfer is conducted through the Cemetery and the purchaser meets the qualifications and requirements as outlined in the Cemetery's By-laws.

D. Cancellation or Resale of Interment Rights

Purchasers of Interment or Scattering Rights 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. In accordance with 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. An Interment Rights Certificate will be issued to the Interment Rights Holder(s) when payment has been made in full. The purchase of Interment Rights is not a purchase of real estate or real property. An Interment Rights Holder wishing to resell their Interment Rights may advise the Cemetery of their intention prior to seeking a third party buyer for their Interment Rights

Cancellation of Interment or Scattering Rights within 30 Day Cooling-Off Period:

- A purchaser has the right to cancel an Interment or Scattering Rights Contract within thirty (30) days of signing the Interment or Scattering Rights Contract, by providing written notice of the cancellation to the Cemetery. The Cemetery will refund all monies paid by the purchaser within thirty (30) days from the date of the request for cancellation.

Cancellation of Interment or Scattering Rights after the 30 Day Cooling-Off Period:

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

Resale of Interment or Scattering Rights after 30 Day Cooling-Off Period:

- Unless the Interment or Scattering Rights have been exercised, the purchaser retains the right to cancel the Contract or re-sell the Interment or Scattering Rights. Once payment for the Interment or Scattering Rights has been made in full, and an Interment Rights Certificate has been issued, the Interment or Scattering Rights Holder(s), as recorded on the cemetery records, has the right to re-sell the Interment Rights. Any resale of the Interment Right shall be in accordance with the requirements of the Cemetery By-laws and in keeping with the FBCSA.
- If any portion of the Interment or Scattering Rights has been exercised, the purchaser, or the Interment Rights Holder(s) are not entitled to re-sell the Interment or Scattering Rights.

Care and Maintenance Fund Contributions:

- As required by sections 166 and 168 of Regulation 30/11, a percentage of the purchase price of all Interment Rights, Scattering Rights and a prescribed amount of \$25.00 where there was no Scattering Rights sold and a prescribed amount for Monuments and Markers is contributed into the Care and Maintenance Fund. Income from this fund is used to provide only general care and maintenance of the Cemetery. Contributions to the Care and Maintenance Fund are not refundable except when Interment or Scattering Rights are cancelled within the 30 day cooling off period.

Resale of Interment or Scattering Rights to a Third Party:

Interment Rights Holders or Scattering Rights Holders may re-sell their Interment or Scattering Rights to a third party. However, all resales of Interment or Scattering Rights must be carried out through the Cemetery.

Requirements Regarding the Resale of Interment Rights or Scattering Rights

- The Interment or Scattering Rights Holder(s) intending to sell their rights shall provide the following documents to the Cemetery so that the Cemetery can confirm the ownership of the rights and provide the third party purchaser with the required documentation:
 - an Interment or Scattering Rights Certificate endorsed by the current Rights Holder
 - if the resale involves Interment Rights, a written statement of the number of Lots that have been used in the Plot and the number of Lots that remain available
 - if the resale involves Scattering Rights, a written statement of the number of scatterings rights
 - any other documentation in the Interment or Scattering Rights Holder(s) possession relating to the rights

- The third party purchaser will be provided with the following documents by the Cemetery :
 1. an Interment or Scattering Rights Certificate endorsed by the current rights holder
 2. a copy of the Cemetery's current By-laws
 3. a copy of the Cemetery's current price list
 4. if the resale involves Interment Rights, a written statement of the number of Lots that have been used in the Plot and the number of Lots that remain available
 5. if the resale involves Scattering Rights, a written statement of the number of Scattering Rights available
 6. any other documentation in the prior Interment Rights Holder's possession relating to the rights

The Cemetery will require:

- a statement signed by the Rights Holder(s) selling the Interment or Scattering Rights acknowledging the sale of the Interment Rights to the third party purchaser
- confirmation that the person selling the Interment or Scattering Rights is the person registered on the Cemetery records and that they have the right to re-sell the Interment or Scattering Rights
- a record of the date of transfer of the interment or Scattering Rights to the third party;
- the name and address of the third party purchaser(s)
- a statement of any money owing to the Cemetery in respect to the Interment or Scattering Rights

Once the endorsed Certificate and all required information has been received by the Cemetery from the Rights Holder(s), the Cemetery will issue a new Interment or Scattering Rights Certificate to the third party purchaser.

Upon completion of the above listed procedures and upon the issuance of the new Interment or Scattering Rights Certificate, the third party purchaser or transferee(s) shall be considered the current Interment or Scattering Rights Holder(s) of the Interment or Scattering Rights, and the resale or transfer of the Interment or Scattering Rights shall be considered final in accordance with the Cemetery By-laws and the FBCSA.

The Cemetery may charge an administration fee for the issuance of a duplicate Certificate in accordance with the price listed on the Cemetery's current price list.

E. Burial or Scattering of Cremated Remains

- Interment or Scattering Rights Holder(s) must provide written authorization prior to a burial, scattering or an entombment taking place. 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; that is, Personal Representative, Estate Trustee, Executor or next of kin.
- A burial permit issued by the Registrar General or equivalent document showing that the death has been registered with the province must be provided to the Cemetery office prior to a Burial, Scattering or entombment taking place. A Certificate of Cremation must be submitted to the Cemetery office prior to the Burial of cremated remains or Scattering of cremated remains taking place.
- In accordance with the FBCSA, the purchaser of Interment or Scattering Rights must enter into a Cemetery Contract, providing such information as may be required by the Cemetery for the completion of the Contract and the public register prior to each Burial or entombment of human remains, or each Scattering of cremated human remains.
- Payment must be made to the Cemetery before a burial can take place.
- The cemetery shall be given forty-eight (48) business hours of notice for each Burial of human remains or Scattering of Cremated Remains.
- The opening and closing of Graves, Crypts and Niches or the Scattering of Cremated Remains may only be conducted by Cemetery staff or those designated to do work on behalf of the Cemetery.
- Cremated Remains may be scattered within a designated area of the Cemetery.
- Cremated Remains are not permitted to be scattered on a Grave.
- A Scattering Rights Contract must be completed and the payment of the scattering fee must be received before the Scattering of Cremated Remains can take place.
- Once scattered, Cremated Remains cannot be retrieved.
- 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 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 may take place. A Certificate from the local medical officer of health is not required for the removal of Cremated Remains.
- In special circumstances, the removal of human remains may also be ordered by certain public officials without the consent of the Interment Rights Holder(s) and/or next of kin.

F. Memorialization

- No memorial or other structure shall be erected or permitted on a Lot until all charges have been paid in full.
- No Monument, footstone, Marker or memorial of any description shall be placed, moved, altered or removed without permission from the Cemetery.
- Minor scraping of the Monument base of an upright Monument due to grass/lawn maintenance is considered to be normal wear.

- The Cemetery 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.
- The Cemetery reserves the right to determine the maximum size of Monuments and Markers, their number and their location on each Lot or Plot. They must not be of a size that would interfere with any future interments.
 - Monuments
 - Single Lot maximum:
 - Overall Height (including base): 91.4 cm. (3 feet)
 - Width: 68.5 cm. (27 inches)
 - Double Lot maximum:
 - Overall Height (including base): 1.22 metres (4 feet)
 - Width: 1.52 metres (5 feet)
 - Cremation Lot: Monuments are not permitted on Cremation Lots.
 - Markers
 - Single Lot maximum: 30.48 cm. by 60.96 cm. (12 inches by 24 inches)
 - Double Lot maximum: 30.48 cm. by 107.0 cm. (12 inches by 42 inches)
 - Cremation Lot maximum: 40.64 cm. by 50.70 cm. (16 inches by 20 inches)
- All foundations for Monuments and Markers shall be built by, or contracted to be built for, the Cemetery at the expense of the Interment Rights Holder.
- Should any Monument or Marker present a risk to public safety because it has become unstable, the Cemetery shall do whatever it deems necessary by way of repairing, resetting or laying down the Monument or Marker or any other remedy so as to remove the risk.
- The Cemetery reserves the right, at its sole discretion, to remove any Marker, Monument or inscription which is not in keeping with the dignity and decorum of the Cemetery as determined by the Cemetery Committee.
- A Monument, private mausoleum or other structure shall be erected only after the specific design plans have been approved by the Cemetery including: dimensions, material of structure, construction details and proposed location.
- In keeping with the Cemetery By-laws, only one Monument shall be erected within the designated space on any Lot.
- The minimum thickness for flat Markers including footstones is 4 inches (10 cm).
- All Monuments and Markers shall be constructed of bronze or natural stone (e.g. granite).
- 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.

G. Care and Planting

A portion of the price of Interment or Scattering Rights is trusted into the Care and Maintenance Fund. The income generated from this fund is used to maintain, secure and preserve the Cemetery grounds. Services that can be provided through this Fund include:

- Re-levelling 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 mausoleum and Columbarium
- Repairs and general upkeep of Cemetery maintenance buildings and equipment
- No person other than Cemetery staff shall remove any sod or in any other way change the surface of a burial Lot in the Cemetery.
- No person shall plant trees, flower beds or shrubs in the Cemetery except with the approval of the Cemetery.
- 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.

H. Prohibited and Permitted Items

The Cemetery 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; prevent the Cemetery from performing general Cemetery operations; or are not in keeping with the respect and dignity of the Cemetery. Prohibited articles will be removed and disposed of without notification.

- The Cemetery reserves the right to disallow or remove quantities of memorial wreaths or flowers considered to be excessive and that diminish the otherwise tidy appearance of the Cemetery.
- In order to prepare the grounds for spring, artificial memorial wreaths must be removed prior to April 1st. Wreaths not removed will be removed and disposed of by the Cemetery without notification.

I. Contractors/Monument Dealers

Any Contract work to be performed within the Cemetery requires the written pre-approval of the Interment Rights Holder and the Cemetery 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 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.

- 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.
- 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 in order to protect the surface from damage.

J. Columbarium

- Payment must be made to the Cemetery before an interment may take place
- Only the Cemetery 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 shall remove or alter Niche fronts.

Revised and registered,
December 14, 2015