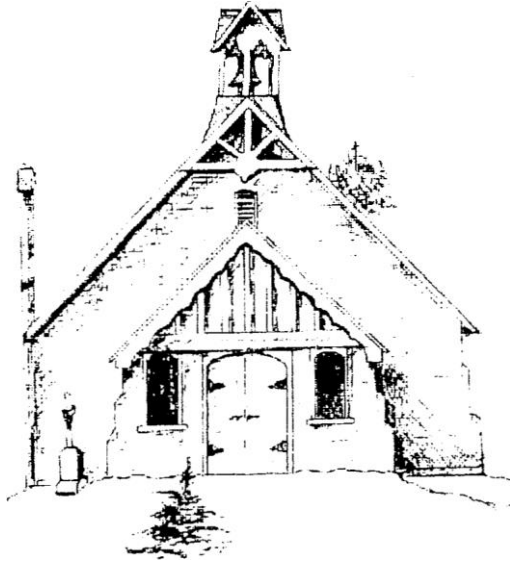


St. Margaret's Cemetery

4130 Lawrence Avenue East
Scarborough, Ontario, M1E 2R8
Tel: (416) 724-4487



By-Laws

January 2013

Preface

The history of St. Margaret's Cemetery goes back to 1832 when Simon Washburn conveyed property to and for the use and benefit of the inhabitants of the Township of Scarborough then being members of the Church of England, as a churchyard and burying ground for the inhabitants of the township.

In 1928 an Act of the Legislature of the Province of Ontario vested responsibility for the Cemetery to a board of trustees.

The board of trustees is composed of one member elected by the Vestry of St. Margaret's Church, one member elected by the Vestry of Christ Church, Scarborough, and one member being a joint appointment by both Vestries.

The Cemetery is governed by these bylaws, and all procedures will comply with the Funeral Burial & Cremation Services Act, 2002 and Ontario Regulation 30/11, which may be amended periodically.

A. Definitions

"Board" means the Board of Trustees for St. Margaret's Cemetery.

"By-Laws" means the By-Laws of the Cemetery in effect from time to time.

"Care and Maintenance Fund" is the trust fund in which all fees as defined by the Ministry and which are collected by the Cemetery for the care and maintenance of Lots and Monuments are accumulated and invested.

"Cemetery" means St. Margaret's Cemetery, West Hill,. located at 4130 Lawrence Ave East, in the City of Toronto, Ontario,

"Corner Posts" means any stone or other Markers set flush with the surface of the ground and used to indicate the the location of a Lot or plot.

"Cremation Lot" means a burial space intended to receive cremated remains. A standard Cremation Lot is 2 feet by 2 feet (.6 by .6 meters).

"FBCS Act" means the Funeral, Burial & Cremation Services Act, 2002 and its Regulations as amended from time to time, or its successors.

"Grave" means any burial space intended for human remains. A standard adult Grave is 3 1/2 feet by 10 feet (1.06 by 3.05 meters).

"Interment Rights" means the right to require or direct the interment of human remains in a Lot. Other rights include the rights to direct memorialization and to decorate the Lot, in compliance with these By-Laws.

"Interment Rights Certificate" means the certificate issued by the Cemetery to the purchaser of Interment Rights in a Lot(s).

"Interment Rights Holder" means a person or persons with Interment Rights with respect to a Lot and includes a purchaser of interment rights under the FBCS Act, or a predecessor of that Act.

"Lot" means an area of land in the Cemetery containing, or set aside to contain, human remains. A Lot may comprise one or more Graves.

"Marker" means any permanent memorial set flush with the surface of the ground to identify the human remains interred in a Lot.

"Ministry" means the Ministry of Consumer Services for Ontario, or any other Ministry which from time to time, is appointed by law to regulate cemeteries in the Province of Ontario.

"Monument" means any permanent memorial projecting above ground level.

"Old Cemetery" means that part of the Cemetery that was in use prior to 1950.

"Plot" means two or more Graves or Lots in respect of which the Interment Rights have been sold as a unit.

"Price List" means the Cemetery price list in effect at the time of a transaction.

"Superintendent" means a person appointed by the Board with delegated responsibilities for management of the Cemetery.

B. Administration

1. The Board has the control and management of the land, buildings, plantings, roads, utilities, books and records of the Cemetery and authority to administer the By-Laws.
2. The Cemetery is operated by the Board on a non-profit basis. All monies received are used for the operation, improvement and maintenance of the Cemetery.
3. The Trustees serve without remuneration.
4. The Board meets on a regular basis during each year to review and provide oversight on matters regarding Cemetery policy and operations including finances, and staffing.
5. The custody and daily business operations of the Cemetery may be entrusted to the Superintendent and other persons appointed by the Board.
6. The Board shall produce an audited financial statement covering operations for the calendar year no later than June of the following year and file a copy with each of the Vestries of St. Margaret's and Christ Church..
7. The Cemetery shall not be held liable for any loss or damage, including without limitation damage by the elements, Acts of God, or vandals to any Lot, Plot, Monument, Marker, or other article that has been placed in relation to an Interment Right save and except for any direct loss or damage caused by gross negligence of the Cemetery.
8. The Cemetery will take reasonable precautions to protect the property of Interment Rights Holders but it assumes no liability or responsibility for the loss of or damage to any Monument, Marker, or article of any type that is placed on any Lot or left in the Cemetery.
9. The Cemetery reserves 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.

C. Sale & Transfer of Interment Rights

General Provisions

10. Interment Rights for Lots in the Cemetery may only be sold by the Cemetery or by a person authorized by the Cemetery as its agent, except as outlined in the By-Laws..
11. Interment Rights for Lots may be purchased from the Cemetery at rates listed on the Price List. The price for Lots includes the amount required for deposit to the Cemetery's Care and Maintenance Fund.
12. The deposit to the Care and Maintenance Fund shall be as specified in the regulations made under the FBCS Act from time to time. Currently this is Ontario Regulation 30/11 and the requirements are as follows:
 - In the case of an inground Grave for the burial of an adult or cremated remains, the greater of 40% of the selling price or \$250.
 - In the case of an inground Grave for the burial of a child the greater of 40% of the selling price or \$150.
13. All payments for Interment Rights shall be made to the Cemetery at the Cemetery office. No burial, or installation of any Monument or Marker is permitted until the Interment Rights have been paid in full.
14. The Cemetery will provide each Interment Rights Holder at the time of sale with:
 - a copy of the sales contract
 - a copy of the By-Laws
 - upon payment in full and within 30 days, a Certificate of Interment Rights
15. Purchasers of Interment Rights acquire the following rights subject to Cemetery By-Laws: burial of human remains in the Lot
 - erecting a Monument or placing a Marker on the Lot
 - decorating the Lot
 - having reasonable access to the Lot
16. Only the Cemetery or its contractors may 1) open & close graves for burials, and 2) provide the required foundations for upright monuments. These services are at additional cost, and will be provided according to the Price List in effect at the time of need.

Cancellation of Interment Rights Contract

17. Cancellation of an Interment Rights Contract is not permitted and no refund will be made for any Lot if any Interment Rights have been exercised.

Cancellation of Interment Rights Contract Within 30 Day Cooling-Off Period

18. Subject to Paragraph 17, a purchaser has the right to cancel an Interment Rights contract within thirty (30) days after signing the Interment 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 Rights Contract after the 30 Day Cooling-Off Period

19. After thirty (30) days of signing an Interment Rights contract, upon receiving written notice from the purchaser of the Interment Rights (except as noted in Paragraph 17), the Cemetery will cancel the contract and issue a refund to the purchaser for the amount paid for the Interment Rights less the amount that is required to be deposited into the Care and Maintenance Fund. This refund will be made within thirty (30) days of receiving 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 notice of cancellation.

Reselling Interment Rights

20. An Interment Rights Holder has the right to sell the Interment Rights to a third party before the Interment Rights are exercised, subject to meeting the requirements of the FBCS Act and these By-Laws including:
- No person shall purchase Interment Rights for the sole or primary purpose of reselling the rights with a view to making a financial gain.
 - An Interment Rights Holder who resells its Interment Rights shall not sell the rights for an amount greater than the price of those rights set out on the Price List at the time of sale.
21. An interment Rights Holder may transfer the Interment Rights to another person by means other than by sale providing the rights holder discloses the information contained in Paragraph 23 to the person

acquiring the rights, and the person acquiring the rights provides the Cemetery with the documentation and information specified in Paragraph 24.

22. Upon request, the Cemetery shall provide an Interment Rights Holder who intends to sell or transfer its Interment Rights the following:

- a copy of the By-Laws and
- a copy of the Price List
- a written statement of the number of Lots that have been used in the Plot and the number of Lots that remain available and
- the name of the person on the Cemetery records who has the right to sell the Interment Rights.
- a written statement of any money owing to the Cemetery.

23. An Interment Rights holder who sells or transfers the rights shall provide to the purchaser upon selling or transferring the rights:

- a copy of the current Cemetery By-laws and
- a written statement of the number of Lots that have been used in the Plot and the number of Lots that remain available and
- the Interment Rights Certificate endorsed with the following:
 - i. a statement signed by the Interment Rights owner acknowledging the sale or transfer to the purchaser
 - ii. confirmation by the Cemetery that the person selling or transferring , the rights is shown as the Interment Rights Holder on the Cemetery records
 - iii. the date of transfer of the Interment Rights
 - iv. the name and address of the new owner
 - v. a statement of any money owing to the Cemetery with respect to the rights and
- Any other documentation in the Interment Rights Holder's possession relating to the rights.

24. After the sale or transfer of the Interment Rights, the purchaser or transferee of them, before the ownership change can be registered and before exercising those rights, shall provide the Cemetery with:

- the endorsed Interment Rights Certificate referred to in Paragraph 23
- all other information the Cemetery requires to issue a new Interment Rights certificate in relation to the rights
- The transfer fee set out in the Price List

25. In the case of transfer of ownership by will or bequest of interment rights, the Cemetery reserves the right to require the production of a notarial copy of the will or other evidence sufficient to prove ownership.
26. The Cemetery reserves the right to confirm the identity of any person representing to be an Interment Rights Holder, or the identity and legal authority of any person acting on behalf of an Interment Rights Holder.
27. No transfer of any Interment Rights or any interest therein (either by sale or other transfer) shall be binding upon the Cemetery until all the requirements contained in By-Laws 20 through 26 have been completed.

Payment Option

28. The Cemetery will accept payment by instalment for Interment Rights sold on a pre-need basis only as follows:
 - The full purchase price shall be paid within twelve months after the contract for purchase is signed, by means of monthly payments. The payment period may be extended at the discretion of the Cemetery.
 - Post-dated cheques for the payments must be supplied at the time the contract is signed.
 - The purchaser shall be responsible for any bank charges for returned cheques plus a Cemetery administration charge of \$40.00.
 - Should payments fall behind for a period of three months, the Interment Rights may be repossessed by the Cemetery unless at least two thirds of the purchase price has been paid. In this case the Cemetery shall be entitled to apply to a judge of the Superior Court of Ontario for leave to repossess the Interment Rights
 - If repossession is necessary, the Cemetery will refund payments made less any related costs of the Cemetery and an administration fee set by the Board.
 - No interments shall be made, nor Monuments erected or Markers installed until all indebtedness has been satisfied.

Abandoned Interment Rights

29. If any Interment Rights have not been used after a 20 year period from their purchase has elapsed, and the Interment Rights Holders or

their beneficiaries are unknown to the Cemetery, the Interment Rights may be considered abandoned. The Cemetery may apply to the Registrar of the FBCS Act for a declaration that the Interment Rights have been abandoned. After being satisfied that the prescribed procedures have been followed, the Registrar may issue a declaration that the Rights have been abandoned, and the Cemetery may resell the Interment Rights. Any person whose Interment Rights have been resold after being declared abandoned may apply to the Registrar for redress according to prescribed provisions.

D. Pre-need Services

30. The Cemetery does not accept payments for pre-need services.

E. Interments and Disinterments

31. No interment or disinterment will be allowed in any Lot against which there are unpaid charges. Payment for Grave opening / closing must be made to the Cemetery before a burial can take place.
32. One (1) casket interment may be made in one standard size (adult) Grave plus a maximum of four (4) cremation remains interments. Two (2) cremation remains may be interred in a cremation Lot. One (1) casket interment may be made in an infant Grave.
33. All interments must be authorized in writing by the Interment Rights Holder except for the interment of the Interment Rights Holder. In the case where Interment Rights are held jointly by two or more persons, authorization will be accepted from any one of them for interment requests. 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 i.e. Holder of Power of Attorney, Estate Trustee, Executor or Next of Kin.
34. Interments may be scheduled for Monday through Saturday. Regular hours for interments are 9:00 am to 3:00 pm Monday to Friday. Additional charges will be made for arrivals after 3:00 pm during the week and for Saturday burials.
35. A burial permit issued by the Registrar General or equivalent, showing that the death has been registered, must be deposited with the Cemetery before an interment can take place .
36. In the case of an interment of cremation remains, the cremation

certificate must be received by the Superintendent before interment can take place.

37. In each case of an interment, a written statement giving the name, place of birth, late residence (with street address, if any), age, date and place of death of the deceased, and name and address of deceased's nearest relative, and the name of the Funeral Director must be provided, so that an accurate register may be kept. In the case of a burial in the "Old Cemetery" the location of the Grave to be opened should be designated by a drawing.
38. The Cemetery shall not be responsible for any error occurring from want of precise and proper instructions regarding the location of any interment. Where such instructions are not given in writing, the person or persons giving the instructions shall bear the sole responsibility for any errors or misinterpretations.
39. Notice of each proposed interment shall be given to the Cemetery twenty-four (24) hours previous thereto except under special circumstances. The Cemetery cannot be responsible for having Graves prepared unless such notice is given.
40. The Superintendent, his/her representative, or a member of the Board shall be in attendance at each interment.
41. Only those persons authorized by the Board may open a Grave or cremation Lot.
42. The interment fee includes the opening and closing of the Grave or cremation Lot, levelling of the Grave site, replacement or reseeding of sod removed for the interment, and registration of the burial.
43. The Cemetery will exercise due care in making interments and disinterments, but will not be responsible for damage to any casket, urn or other container.
44. Funeral processions within the Cemetery shall follow the route indicated by the Superintendent or his/her representative.
45. The installation of a vault, setting up and removal of artificial grass, lowering devices and other interment accessories at the Grave site is the responsibility of the Funeral Director.
46. No disinterment shall be made without the written consent of the local Medical Officer of Health (not required for cremated remains) and the

Interment Rights Holder, except on an order from a Court, a coroner, or the Attorney General. No person shall remove human remains (not required for cremated remains) from the Cemetery unless a certificate from the Medical Officer of Health confirming that the FBCS Act and regulations have been complied with is affixed to the container.

47. No area is available for the scattering of cremated remains, and the scattering of cremated remains is not permitted on any Lot.

F. Care of Lots

48. All Lots shall be properly maintained by the Cemetery.
49. No person shall do work or planting on a Lot without permission of the Superintendent.
50. The following are prohibited:
- Borders, fences, railings, walls, cut stone coping, and/or hedges in or around Lots;
 - Lettered boards, and metal enclosures or designs of any description designating Graves. When in the opinion of the Cemetery any such enclosure previously erected becomes unsightly or objectionable, the Cemetery may notify the Interment Rights Holder in writing to make satisfactory repairs or restoration. If repairs or restoration are not carried out within ninety (90) days, the enclosure may be removed without further notice. If after a reasonable attempt the Interment Rights Holder cannot be located, then notice shall be deemed to have been given.
 - Nails, wires and wireworks, articles of glass or pottery, trellises, iron rods, hanging baskets, chairs or other material that may create a hazard to workers or visitors.
 - Any regrading of a Lot except that carried out by the Cemetery in the course of operating or improving the Cemetery.
 - Mounds on Graves.
 - Moving of Corner Posts, Markers, or Monuments except by authorized persons.
 - Laying or removal of sod by other than by Board authorized persons except for planting of a flower bed as permitted below.
51. If any prohibited work is carried out on a Lot or prohibited material placed on a Lot, the Cemetery may restore the Lot to its original condition and charge the expense to the Interment Rights Holder.

52. Shrubs or other plants may be cultivated on Lots, but only such varieties that are keeping with the general plan of the grounds and are subject to the approval of the Cemetery. No trees or shrubs growing within any Lot may be removed, injured, or altered without consent of the Cemetery.
53. At no time shall the height of shrubs or other plants cultivated on Lots exceed one and a half (1.5) meters in height.
54. If, in the opinion of the Cemetery, any tree or shrub situated within the Lot becomes detrimental to the adjacent Lots, drains, roads or walks, or prejudicial to the general appearance of the grounds, or inconvenient to the public, it (or parts thereof) may be removed by the Cemetery.
55. Flower beds or other decoration not exceeding eighteen inches in width will be permitted, in front of the bases of Monuments and where there is no Monument, only after permission is obtained from the Cemetery and under the supervision of the Superintendent. Enclosing the flower bed itself with a solid border (eg brick) is permitted and recommended. Planting of borders around Lots is prohibited. No other sod shall be removed.
56. Flower beds must be cleared after the first frost in autumn. Interment Rights Holders desiring to take any plants away should remove them by September 30th.
57. The Cemetery reserves the right to remove:
 - all flowers, potted plants, wreathes and baskets of flowers when they become withered or unsightly, or if for any other reason such removals are in the best interest of the Cemetery
 - vases, urns and flower stands which are not properly cared for or not being used, interfere with the care of the Lot, or in the opinion of the Cemetery, are unsightly or unsuitable.
 - artificial wreathes not removed by April 1st of each year.
 - any item on a Lot which is a hazard to workers or visitors.
58. Rubbish shall be placed in proper containers provided or removed from the grounds.
59. The Cemetery will not be responsible for loss of or damage to any article left upon the Cemetery grounds.
60. No person shall use or remove any Cemetery tools, equipment or instruments located on Cemetery property without the authorization of

the Superintendent.

G. Monuments and Markers

61. No Monument or Marker shall be erected or permitted on a Lot until all outstanding charges have been paid in full.
62. No inscription shall be placed on any Monument or Marker which is not in keeping with the dignity and decorum of the Cemetery.
63. No Monument or Marker of any kind shall be placed, moved, altered or removed without permission from the Superintendent.
64. The Cemetery reserves the right to determine the maximum size of Monuments and their location on each Lot, subject to the following guidelines:
 - Only one Monument may be erected on a single adult Grave.
 - The maximum height of any Monument is 1.2 meters (4 feet).
 - No Monument shall cover more than fifteen (15) percent of the total area of the Lot or Lots on which it is erected.
 - The maximum width for a Monument on a single adult Grave is 81 cm (32 inches). No base shall be closer than 10 cm (4 inches) from the lot or lots side lines where it will be installed.
 - The thickness of the die must be at least 21 cm (8 inches). If the Monument exceeds 107 cm (42 inches) in height, the die must be at least 23 cm (9 inches).
 - Only flat Markers may be placed on a Cremation Lot.
65. All Monuments will have a concrete foundation, which shall be built by the cemetery or contracted to be built by the Superintendent at the expense of the Interment Rights Holder. The charges for the construction of foundations are set forth in the Price List.
66. Foundations must be as large in area as the base of the Monument.
67. All bases must be of granite, of sufficient size and depth to carry the die without shifting or tilting, and bottoms must be smooth sawn and squared so as to allow full bearing upon the foundation. No building up or under-pinning with spalls or chips will be permitted.
68. The dimensions and particulars of a proposed Monument shall be submitted in writing to the Superintendent before the erection or

placing of the Monument so that the foundation may be properly constructed.

69. Corner Posts and Markers shall be dressed and no Corner Post or Marker shall be placed on a lot with its upper surface projecting above the level of the ground surrounding it and shall be placed under the supervision of the Superintendent.
70. Stones and Monuments shall be free from visual defects and be of a quality to be able to endure. Wooden or metal crosses are permitted at the discretion of the Cemetery provided that they do not exceed the size dimensions above and are stable. If a Monument deteriorates, written notice will be given to the Interment Rights Holder to replace or remove same. If the address of the Interment Rights Holder is unknown the Cemetery may remove the Monument and place it in storage for one year before disposal.
71. Every person installing a Monument or Marker in the Cemetery shall pay the prescribed amount, as set out in the FBCS Act, to the Cemetery's Care and Maintenance fund. The interest earned from this fund will be used to maintain the Monuments and Markers in a safe condition.
72. If a Monument or Marker in the cemetery presents a risk to public safety because it is unstable, the Cemetery shall do whatever is necessary to remove the risk including laying down or removing it from the Lot and placing it in a cemetery storage area.
73. The Cemetery 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.
74. Minor scraping of the Monument base of an upright Monument due to grass/lawn maintenance is considered to be normal wear.

H. Rules for Monument Dealers, Contractors and Workers

75. Any contract work to be performed within the Cemetery requires the pre-approval of the Interment Rights Holder and the Superintendent before work can begin. Every contractor employed to do any work in the Cemetery shall first present an application to the Superintendent signed by the Interment Rights Holder requesting permission to employ such contractor, and specifying the work to be done. The application will contain the following information:

- The Interment Rights Holder's name and address
- The specific Lot by number, row and section where the work is to be done.
- A description of the work to be done
- In the case of a flat Marker: its dimensions
- In the case of a Monument:
 - The dimensions of the base: height, width, length
 - The dimensions of the die: height, width, length
- A description of the Monument or Marker; including colour, design and inscription
- The appropriate amount for the Care and Maintenance Fund as set out in the FBCS Act.

76. All contractors will have a minimum of 2 (two) million dollars liability insurance coverage.

77. All contractors will carry out their work in compliance with all applicable legislation including Workers Safety and Insurance Board (WSIB), Occupational Health & Safety, Environmental Protection etc.

78. The Cemetery may require contractors to provide proof of liability insurance and WSIB coverage before commencing work in the Cemetery.

79. No materials for construction or erection of Monuments or Markers shall be brought into the Cemetery until required for immediate use, or placed on other Lots without permission of the Superintendent.

80. No Monument work shall be delivered to the Cemetery until the foundation is completed and the contractor is ready to proceed with the work of erection.

81. The demeanour and behaviour of all workers employed by others in the Cemetery shall be subject to the control of the Superintendent.

82. Workers shall cease work until the conclusion of the service, if in the immediate vicinity of a funeral. 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.

83. All work shall be done during regular Cemetery hours unless by special permission of the Cemetery.

84. Heavy loads will not be permitted in the Cemetery when the roads

are in an unfit condition.

85. All implements and materials used in the performance of any work shall be placed where the Superintendent may direct, and all rubbish and surplus earth shall be removed when, and to where, and in such a manner as the Superintendent may order. Otherwise the obstructions will be removed, and the expense charged to the Monument dealer or contractor concerned.
86. No Monument or Marker will be removed without written permission from the Superintendent.
87. Contractors will be held responsible and liable for any damage done by them, their workers, or their subcontractors to any Lots, Monuments, Markers, other structures, trees, shrubs or other plants, Cemetery grounds or any other property in or on the Cemetery.

I. Rules for Visitors

88. Visitors are always welcome at the Cemetery during the open hours from eight a.m. to dusk. They are asked to remember the respect due to the dead.
89. The Cemetery and the Superintendent are empowered and are required to preserve order and decorum in the Cemetery.
90. No parades other than funeral processions shall be admitted to or organized within the Cemetery.
91. Children under the age of twelve years shall be accompanied by an adult who shall be responsible for their safety and good conduct.
92. Vehicles within the Cemetery shall be driven with due decorum at a moderate rate of speed and shall not leave the roadways. Owners of vehicles and their drivers shall be held responsible for any damage done by them.
93. Picnics or parties are not permitted in the Cemetery grounds.
94. No person shall break or remove any flowers (either wild or cultivated), or any tree, shrub or plant, or write upon, deface, or, in any way, injure any Monument, fence, or other structure in or belonging to the Cemetery or Interment Rights Holders.
95. Persons shall refrain from making paths or taking short cuts across any

part of the Cemetery.

96. Dogs must be kept on a leash at all times while in the Cemetery.
97. Any complaints by the Interment Rights Holders or visitors must be made in writing to the Board. Controversies with workers and others on the grounds must be avoided.
98. Any person disturbing the quiet and good order of the Cemetery by noise or other improper conduct or who violates these By-Laws may be expelled from the grounds.
99. No tips or gratuities shall be given to any officer, employee, or a contractor of the Cemetery, nor shall any reward be given for personal services or attention.