

**Rules and Regulations**  
**of**  
**St. Peter's Anglican Cemetery Tyrconnell**  
**2021**

## Section “A” Definitions

“**Act**” (See Cemeteries Act)

“**Base Stone**” means the structure upon which rests the die stone.

"**B.A.O.**" means Bereavement Authority of Ontario.

“**Board**” means the duly elected and appointed Board members for St. Peter’s Anglican Church Tyrconnell.

“**Burial Permit**” means a permit issued by the Division Registrar indicating the death has been registered.

“**Canons**” means the Canons of the Diocese of Huron (Canon 14 Title to Real Property, Canon 18 Vestries and Churchwardens, Canon 41 Cemeteries and Canon 43 Chapels of Ease, Cemetery Chapels and Summer Churches).

“**Care and Maintenance Fund**” formerly known as the (“Perpetual Care Fund”) means the trust fund in which all monies received by the Cemetery for the care and maintenance of Cemetery property and markers have been invested.

“**Cemeteries Act**” means The Funeral, Burial and Cremation Services Act, 2002, and Regulations as amended.

"**Certificate of Interment Rights**" means the certificate issued by the Cemetery Board to the purchaser of Internment Rights specifying the ownership of Interment Rights and associated memorialization rights.

"**Cornerstone**" means any stone or other marker set flush with the surface of the ground and used to indicate the location of a lot or plot.

"**Die Stone**" means the main component of the upright marker, which rests on the base stone.

"**Entombment**" means the placement of human remains in a crypt or cremated human remains in a niche.

"**Foundation**" means the below ground concrete structure upon which rests the base stone.

"**Grave**" see Lot

"**Inter**" means the burial of human remains and includes the placing of human remains in a lot.

"**Interment Rights**" (also known as "Lot Owner") means a person with Interment Rights with respect to a lot and includes a purchaser of Interment Rights under the Cemeteries Act.

"**Lot/Plot/Grave**" (see also Plot)

**A. Cremation Lot** means an interment space containing or set aside to contain not more than two cremated human remains. Usual size 2ft x 2ft.

**B. Lot** means an area of land in the Cemetery containing or set aside to contain human remains and that is intended for one full burial, or two cremated human remains generally having a size of 4 feet by 8 feet.

**"Marker/Monument"** means any monument, tombstone, plaque, headstone, cornerstone or other structure or ornament affixed or intended to be affixed to an interment lot, or other structure or place intended for the deposit of human remains.

**A. Flat Marker** means any marker set flush with the surface of the ground.

**B. Upright Marker** means any marker projecting above the ground formed in cement and set with a beveled edge.

**C. Monument** consisting of a base, die stone, and requires a 5-foot concrete foundation.

**"Ministry"** means the Ministry of Consumer Services.

**"Monument"** see marker.

**"Plan"** means the plan of the Cemetery, approved by the Bereavement Authority of Ontario.

**"Plot"** means two or more lots for which the rights to inter have been sold as a unit.

**"Registrar"** means the Registrar appointed under the Cemeteries Act.

**"Regulations"** means Regulations made under the Cemeteries Act.

**"Secretary"** means the person appointed by the Board to be the Secretary of the Board.

**"Treasurer"** means the person appointed by the Board to be the Treasurer of the Board.

**"Trust Fund"** means a trust fund established for the purposes of St. Peter's Anglican Church Cemetery, Tyrconnell.

**"Urn"** means any container used to hold cremated human remains.

## **Section "B" Organization and General Information**

1. The Cemetery was created from a donation of ten acres of land by Mary Story in 1825. The Cemetery is owned by The Incorporated Synod of the Diocese of Huron and maintained by the Anglican Parish of St. Peter's church Tyrconnell, Ontario.

The Cemetery Board is a standing committee of the Parish Council which consists of:

The Wardens and Rector (or Priest-in-charge, or incumbent, or an appointed clergy person)

A minimum of two members of the Vestry of St. Peter's Anglican Church

A minimum of two members of the community at large

2. The Cemetery currently sells interment rights in single and multiple grave lots. We do not own or operate a crematorium, mausoleum, columbarium.
3. The Cemetery is operated solely for the benefit of St. Peter's Anglican Church. All money received is employed or reserved solely for the administration and maintenance of the Cemetery.
4. In accordance with the requirements of the Funeral, Burial and Cremation Services act, 2002, all interment rights now sold are covered under a Perpetual Care and Maintenance Fund.

Owners of interment rights acquired prior to the introduction of the Perpetual Care and Maintenance Fund may have them placed under the plan upon payment of 40% of current purchase price in the tariff of rates.

Under the perpetual care plan, a prescribed portion (a minimum of 40% of the current price as prescribed in the tariff of rates) of the proceeds received from the sale of interment rights is deposited with a registered trust company in a Care and Maintenance fund. This fund is invested by the trustee to generate income which is made available to the Cemetery for care of the grounds, buildings, and maintenance equipment.

(Note: currently the regulations issued under the FBCSA require a deposit into the Care and Maintenance Fund that is 40% of the sale price of an in-ground burial lot).

The Act also requires that every person installing a memorial monument or marker in the Cemetery shall pay a prescribed fee which is to be deposited in the Care and Maintenance Fund to generate income for the maintenance, stabilization and preservation of monuments and markers.

5. Income from the Care and Maintenance Fund is applied toward the cost of maintaining the Cemetery grounds and graves in good condition and keeping the grass cut but does not provide for the planting and care of flowers or shrubs on lots sold or other items of extra care for such lots.
6. A plan of the Cemetery is on file in the Archives of the Diocese of Huron and in the Church of St. Peter's together with maps detailing the location and size of each lot. A record is kept of all lot sales and interments.
7. The Board may from time to time change, modify or repeal the rules and regulations and tariffs or part thereof in such a manner as in their discretion will best serve the interests of the properties under their care. In exceptional cases, where, in the opinion of the Board it can be done without detriment to the interests of others, they may temporarily suspend or modify any rule without affecting its general application or enforcement. Any rule or change is subject to the Registrar's approval.

The Board may alter the boundaries or grading of any section or portion thereof and may modify or change roads, drives and walks. The Board also reserves the right to lay, maintain,

operate, alter and change, from time to time, lines or gutters for water supply and drainage systems. Subject to the approval of the Bereavement Authority of Ontario, the Board may use the entire Cemetery property for cemetery purposes with right to ingress or egress over lots for all purposes necessary for the proper maintenance and care of the Cemetery.

8. In the event of the destruction of, or damage to, plants, shrubs or trees from causes other than negligence, on the part of the Cemetery. The Cemetery shall not be responsible for any replanting or replacing. Its liability, if any, shall be fully satisfied by a reasonable effort to correct the same or in its discretion, by refunding any monies paid to it.

The Board reserves and shall have the right to correct any errors that may occur in making interments, disinterment's or removal or in the description, transfer or conveyance of any interment property. Any errors may be corrected either by cancelling such conveyance and substituting and conveying other interment property of equal value and similar location, or by refunding the amount of the purchase price. In the event the error involves the interment of the remains of any person in a property, the Board reserves and shall have the right to remove and reinter the remains to another property of equal value and similar location.

All notices required by any rule or regulation to be given to lot owners may be given personally to the owners or may be mailed to the owners or their legal representatives at their last postal office address appearing in the books of the Cemetery. If there is no mailing address to the owner or his/her legal representative, at "Dutton, Ontario" will be sufficient.

## **Section "C" Purchase and Transfer of Interment Rights**

1. Interment rights in single or multiple grave lots, may be purchased as set out in the most recent tariff of rates filed and maintained with the Cemetery for 20 years. The prices for lots or plots include the applicable portion for deposit to the Care and Maintenance Fund of the Cemetery.
2. The deposit to the Care and Maintenance Fund shall be as specified in the Regulations made under the Cemeteries Act, RSO 1990, as amended.
  - a. In the case of an in-ground grave for the burial of an adult, the greater of 40% of the selling price or \$450.
  - b. In the case of an in-ground grave for the burial of a child or of cremated remains, 40% of the selling price or \$250, whichever is greater.
3. Purchasers of interment rights acquire only the rights and privileges of burial of the dead and of constructing and installing memorial monuments and markers, subject to the rules and regulations from time to time in force.
4. The Board shall provide each Interment Rights Holder at the time of the sale with:
  - \* A copy of the Purchase Contract
  - \* A copy of the Cemetery Bylaws
  - \* Upon final payment in full, a Certificate of Interment Rights

5. A certificate of interment rights shall include the following:
  - a. The name of the interment rights holder.
  - b. The location and dimensions of the lot or identifying details to which the interment rights relate.
  - c. The date on which the interment rights are purchased or transferred as the case may be.
  - d. The amount paid by the purchaser for the Interment rights.
  - e. The amount deposited into the Care and Maintenance Fund for the interment rights.
  - f. A statement that, if the purchaser transfers the interment rights, the certificate cannot be transferred but must be returned for the Cemetery to issue a certificate to the transferee.
6. To ensure the correctness of records of ownership and interments, no sale or other transfer of any lot, or grave or of any interest therein shall be binding upon the Cemetery unless and until notice in writing has been lodged with the Cemetery specifying the name and address of the proposed transferee and the date of transfer, and such particular shall be recorded in a register to be kept for that purpose. Upon receipt of such notice and payment of the fee, a transfer may be made.
7. No such sale or transfer shall be made until all arrears due for upkeep and purchase money have been paid.
8. As soon as possible after the death of the owner of interment rights or after the death of any one of the owners if the ownership is in the name of more than one, the matter of future ownership and authorization as to the permission of future burials should be taken up with the Board.

In cases of transfer of interment rights by will of bequest, the transfer shall be recorded on receipt of a notarized copy of the will. In case of intestacy or where the interment rights have not been devised in the will, the Cemetery will recognize as owner, the person or persons that are listed as receiving the residue of the estate or designated in a signed agreement executed by the immediate heirs.

9. Owners shall not allow interments to be made in lots, or graves for a remuneration.
10. The Cemetery shall not repurchase interment rights.

**A. Requirements for Resale of Interment Rights:**

- \* The interment rights holder(s) intending to sell their rights shall provide the following documents to the Chair of the Cemetery Board so that the Chair can confirm the ownership of the rights and provide the third-party purchaser with the required certificate, etc:
1. An interment rights certificate by the current rights holder
  2. 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
  3. And other documentation in the interment rights holder(s) possession relating to the rights

- \* The third-party purchaser will be provided with the following documents by the Chair of the Cemetery Board:
  1. An interment rights certificate endorsed by the current rights holder
  2. A copy of the cemetery's current bylaws
  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. Any other documentation in the interment rights holder(s) possession relating to the rights
  
- \* The Chair of the Cemetery Board will require:
  1. A statement signed by the rights holder(s) selling the interment rights acknowledging the sale of the interment rights to the third-party purchaser;
  2. Confirmation that the person selling the interment rights is the person registered on the cemetery records and that they have the right to re-sell the interment rights;
  3. Record the date of transfer of the interment rights to the third party;
  4. The name and address of the third-party purchaser(s);
  5. A statement of any money owing to the Cemetery in respect to the interment rights.
  
- \* Once the endorsed certificate and all required information has been received by the Chair of the Cemetery Board from the rights holder(s), the Chair of the Board will issue a new interment rights certificate to the third-party purchaser.
  
- \* Upon completion of the above listed procedures, and upon the issuance of the new interment rights certificate, the third-party purchaser or transferee(s) shall be considered the current interment rights holder(s) of the interment rights, and the resale or transfer of the interment rights shall be considered final in accordance with the cemetery bylaws and the FBCSA.
  
- \* The Chair of the Cemetery Board may charge an administration fee for the issuance of a duplicate certificate in accordance with the price listed on the current price list of the cemetery.
  
- \* The Chair of the Cemetery Board will not prohibit the resale of interment rights and may repurchase the interment rights from the rights holder(s) if the members of the Cemetery Board so desires and may only purchase the rights at the original purchase price and not at the current price as listed by the Board.

## 12. Cancellation or Resale of Interment Rights

Purchasers of interment rights 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 the cemetery bylaws. In accordance with cemetery bylaws, no burial, 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 Chair of the Cemetery Board of their intention prior to seeking a third party buyer for their interment rights.

**A. Cancellation of Interment Rights within a 30-Day Cooling Off Period:**

- \* A purchaser has the right to cancel an interment rights contract within thirty (30) days of signing the interment rights contract, by providing written notice of the cancellation to the Chair of the Cemetery Board. The Chair will refund all monies paid by the purchaser within thirty (30) days from the date of the request for cancellation.

**B. Cancellation of Interment Rights after the 30-Day Cooling Off Period:**

- \* Upon receiving written notice from the purchaser of the interment rights, the Chair of the Board will cancel the contract and issue a refund to the purchaser from the amount paid for the interment 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 Chair of the Board along with the written notice of cancellation.
- \* If any portion of the interment rights has been exercised, the purchaser, or the interment rights holder(s) are not entitled to cancel the contract or re-sell the interment rights.

**C. Resale and Transfer of Interment Rights after the 30-Day Cooling Off Period:**

- \* Interment rights holders may first offer the interment rights to the Cemetery Board. If the Cemetery Board does not wish to re-purchase the interment rights at the current price less the original and Maintenance amount paid at the time of purchase, then 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 Chair of the Board and the purchaser meets the qualifications and requirements outlined in the cemetery bylaws.

**D. Resale of Interment Rights after the 30-Day Cooling Off Period**

- \* Unless the interment rights have been exercised the purchaser retains the right to cancel the contract or re-sell the interment rights. Once payment for the interment rights has been made in full and an interment rights certificate has been issued, the interment rights holder(s), as recorded in 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 bylaws and in keeping with the FBCSA.
- \* If any portion of the interment rights has been exercised, the purchaser, or the interment rights holder(s) are not entitled to re-sell the interment rights.
- \* No refund shall be made for any lot or plot for which any interment rights have been exercised.

14. The interment rights holder(s) shall notify the Cemetery of any change in mailing address.
15. Notices specified by any bylaw shall be given in person or by mail to the interment rights holder(s), or the legal representative at the last postal address appearing in the records of the Cemetery.
16. Pursuant to Section 30 (1) of the Act, the Cemetery may apply to the Ministry for a declaration that the interment rights have been abandoned. Upon notice from the Registrar that the rights have been abandoned, the Cemetery may re-sell the interment rights that have been declared abandoned (s.31).

### **Section "D" Interments, Disinterment's and Mortuary Regulations**

1. All interments must be authorized by the written order of the owner or other person designated in the records of the Cemetery. In cases where such persons are not available, authorization for the interment may be signed by the Legal Executor of the Last Will and Testament.
2. In each case of burial, a written statement giving the name; place of birth; late residence with a street address if any; date of death; place of death; name, relationship and address of deceased's legal next of kin; time of interment; in what lot to be interred; and name of funeral director shall be provided to the Cemetery so that an adequate register may be kept. The kind, length and width of the outside case shall be given and the location of the grave to be opened shall be accurately designated. Precise and proper instructions in writing shall be given regarding the location of each burial as the Cemetery cannot be held responsible for any errors resulting from wrongful or lack of specific information.
3. A burial permit, issued by the division registrar, showing that the death has been registered shall be deposited with the Cemetery Chair before interment can take place. For interment of cremated remains, a crematorium certificate is also required.
4. Notice of each interment to be made shall be given to the Cemetery at least one business day previous thereto, except under special circumstances as set forth in subsection 7 below. The Cemetery will not be responsible for having graves prepared for funerals unless such notice is given.
5. Where orders for interments are given by telephone, the Cemetery will not be responsible for any errors or misunderstanding that may arise.
6. Persons ordering graves will be held responsible for charges incurred.
7. No interment shall be made on Sunday or Statutory Holidays except on a doctor's certificate that such a burial must be made within 24 hours of death in accordance with the regulations of the Ontario Ministry of Health for the control of communicable diseases.

8. Funerals shall be allowed in the Cemetery only between the hours of 9 a.m. and 4 p.m. Monday to Friday and Saturday between the hours of 9 a.m. and 3 p.m. unless by permission of the Cemetery.
9. Funeral corteges within the Cemetery shall follow the route indicated by a member of the Cemetery Board.
10. Each grave shall be of sufficient depth to give a covering of at least 60.96 cm or 2 feet of earth over the outside cover or shell of the casket or other receptacle.
11. The Cemetery does not permit burials that are double in depth for two full interments in the same plot.
12. Not more than one full body interment and two cremated remains shall be made in the same grave.
13. The size of container used may limit the number of burials that may be made in any lot.
14. The interment fee includes the opening and closing of the grave, use of a lowering device, grave dressings, earth cover and planks.
15. The bodies of any animal shall not be placed in any vault, or grave in the cemetery.
16. The Chair of the Cemetery Board, his/her assistant or someone employed by the Board shall be in attendance at each interment or disinterment.
17. No grave or vault shall be opened for interment or disinterment by any person who is not a member of the Board or employed by the Board except under special circumstances and by permission of the Board.
18. No disinterment shall be made without the written consent of the local medical officer of health and the owner of the lot except on an order from the court or as provided in the regulations under the FBCSA, O. Reg. 30/11, Section 162.
19. No interment or disinterment shall be permitted in any lot against which any charges are due and unpaid or where in the opinion of the Chair of the Board, unsafe conditions prevail.
20. All casket burials are to be placed in a cement vault. The interment of cremated remains being the exception.

## **Section "E" Cremations**

1. Where written instructions for the disposition of cremated human remains have not been provided to the Chair of the Board, the Board shall return the cremated remains to the funeral director, transfer service, or executor/personal representative of the deceased.
2. The scattering of cremated human remains within the Cemetery grounds is permitted only in the designated scattering garden of the Cemetery.

3. In accordance with the By-Laws of the cemetery the following restrictions/requirements apply with respect to cemetery supplies and services purchased from a source other than that of the cemetery:
  - \* Scattering Garden Markers are limited in size to a Rose Granite Flat Marker 6" X 12" X 6"
4. If a purchaser transfers an interment right, the purchaser shall give notice of the transfer to the cemetery owner and return the original certificate of interment rights. The cemetery owner shall issue a new certificate of interment rights to the transferee.
5. The resale of interment rights by the purchaser is prohibited.

### **Section "F" Care of Lots**

1. Trees, shrubs, flowering or other plants shall not be planted on any lots. The Cemetery Board may plant trees, shrubs or flowers where they designate and at the discretion of the Board.
2. If any trees or shrubs situated in any lot shall have become by means of their roots or branches or in any other way detrimental to the adjacent lots, drains, roads, or walks or prejudicial to the general appearance of the grounds or inconvenient to the public, the Cemetery Board may remove such trees or shrubs or parts thereof after thirty (30) days notice to the interment rights holder.
3. Flower beds shall not be permitted on any lot or in front of, behind or beside any monument.
4. Vases, urns and flower stands not properly cared for will be removed from the lot by November 1st each year.
5. No glass containers of any kind are permitted in the Cemetery. Cut flowers, plants, artificial flowers or wreaths that are not in suitable containers or have deteriorated and create a hindrance to the operation of the Cemetery will be removed. Flower stands must be removed by November 1st each year.
6. The construction or installation of borders, fences, hedges, railings, walls or cutstone copings in or around lots is not permitted. Should such installations previously erected become dangerous, unsightly or in a state of disrepair or if they prevent, in any way, the operation of lawn mower equipment, they will be removed.
7. Rubbish shall not be thrown over the fence, on the road, or walks or any part of the grounds.
8. No lot owner shall change the grading of his/her lot and in case of any such change; the Cemetery Board may restore the lot to its original grade at the expense of the owner.
9. No chairs, benches, wooden or wire trellis, pottery, cement or composite sculpture, glass, solar powered lights, pinwheels, stuffed toys or similar articles shall be brought to, or left upon the lots and graves.

10. No unauthorized person shall sod or move corner posts or grave markings.
11. The Cemetery shall not be responsible for loss or damage to any articles left upon any lot.
12. Fresh cut flowers, plants and artificial flowers in the form of saddle wreaths are permitted all year long. Any artificial decorations placed in the Cemetery that are not saddle wreaths will be removed on November 1st of each year.
13. Articles which are detrimental to efficient maintenance, or which constitute a hazard to machinery, employees or visitors, or which are unsightly or do not conform with the natural beauty of the Cemetery, shall be removed.

## **Section "G" Monuments and Markers**

1. In accordance with section 38 of the Act and Regulations, a prescribed amount shall be paid into the Care and Maintenance Fund of the cemetery prior to the installation of a marker.
  - a. In the case of installing a flat marker measuring at least 22 cm. X 22 cm. or 484 square cm. or 13.5 inches X 13.5 inches or 182 square inches \$100.
  - b. In the case of installing an upright marker measuring 1.22 meters (4') or less in height and 1.22 meters (4') or less in in length, including the base, \$200.
  - c. In the case of installing an upright marker measuring more than 1.22 meters (4') in either height or length, including the base, \$400.
2. For the purpose of these regulations, a monument shall mean any permanent memorial projecting above ground level and wherever used the word "marker" shall be deemed to include bevels or flat markers including head and foot stones.
3. Each lot is permitted a maximum of two (2) markers. Where a lot has one upright marker erected on it, one additional flat marker is permitted. A name or foot stone marker is considered to be a flat marker.
4. No marker or other structure shall be erected or permitted on a lot until the purchase price of the lot and any accrued charges for upkeep have been paid in full. The lot owner shall pay all costs of constructing and installing such marker or other structure.
5. All foundations for markers shall be at the expense of the lot owner and the fees as set forth in the tariff of rates in effect at the time shall be payable to the Cemetery Board prior to installation.
6. The Cemetery Board is to be informed in writing of the installation of any foundation on any lot.
7. All markers and monuments, shall be constructed of granite. The bottom bed of all bases and markers shall be cut level and true. The installation of wooden markers are not permitted.

8. No monument shall be shaped, worded or inscribed which could be considered to be not in keeping with the dignity and decorum of the Cemetery.
9. The Cemetery Board reserves the right to have non-conforming monuments removed and all costs associated with the removal charged to the monument dealer.
10. One name (foot) stone marker with a flat and level surface set flush with the ground may be placed at each grave in addition to an upright marker. Name stones must not exceed 6 in. X 12 in. or 173 square inches. Such stones are to have a depth of 4 inches. The upper surface must be flat with no projections and shall be set level with the ground surface.
11. The Cemetery shall not be liable if, due to incorrect or improperly authorized instructions, a marker is installed on or removed from a lot; or lettering or carving on any marker or other structure is improperly carried out. The costs or correction or restoration arising from such an occurrence shall be the responsibility of the person or persons issuing the correct or improperly authorized instructions.
12. If a marker presents a risk to public safety because it is unstable, the Cemetery shall do whatever is necessary by way of repairing, resetting or laying down the marker so as to remove the risk.
13. All photographs attached to any marker or placed within the Cemetery grounds shall be at the sole risk of the Interment Rights Holder.

### **Upright Markers**

1. Only one upright marker will be allowed on each lot. The die stone and base stone shall be constructed of granite. The top and bottom of a base stone shall be smooth sawn.
2. Upright markers require a foundation that is at or below the frost level to stabilize the monument.
3. Any upright monument, vault or other structure which does not conform with the requirements of the foregoing shall not be erected or placed on any lot until its design and the plans and specifications for the material and construction thereof have been submitted to and approved by the Cemetery Board.
4. Minor scraping of the base stone due to the grass mowing operations shall be considered by the Cemetery to be normal wear.

### **Flat Markers**

1. Flat markers of granite or bronze are permitted with size restrictions according to the size of the lot or plot. A foundation is not required prior to the installation of a flat marker.
2. The delivery of flat markers shall be arranged with the Chair of the Cemetery Board prior to any delivery.
3. Cornerstones shall be made of granite and shall not exceed 20.3 cm (8") square.

4. Cornerstones shall be installed by, and at the expense of the Interment Rights Holder upon payment of the fee prescribed in the Rate of Tariffs.
5. Any flat marker that does not conform with the requirements of the foregoing shall not be erected or placed on any lot. Designs, plans and specifications of non-conforming markers are to be submitted to the Cemetery Board for review and/or approval. Approval from the Board must be in writing.

### **Section "H" Rules for Monument Dealers, Contractors and Workmen**

1. Every contractor employed to install/erect any monument/marker or to do any other work in the cemetery, shall first present to the Chair of the Board a signed statement by the lot owner or authorized representative requesting permission to employ such contractor to do the work therein specified. Such a statement shall designate the section and lot.
2. The demeanor and behaviour of all workmen employed by others in the Cemetery shall be subject to the control of the Chair of the Board.
3. Contractors, masons and stone cutters shall lay planks on the lots and paths over which heavy equipment and materials are to be moved in order to protect the surface from damage.
4. Workmen shall cease work, during a funeral until the conclusion of the service.
5. All work must be done during regular Cemetery hours unless by special permission of the Board.
6. No work shall be commenced on Saturday that cannot be finished and the litter and debris removed by the hour of noon that day.
7. Heavy loads shall not be permitted in the Cemetery when the ground is in an unfit condition.
8. No monuments shall be delivered to the Cemetery until the foundation is completed and the contractor is ready to proceed with the work of erecting/assembling the monument.
9. All implements and materials used in the performance of any work shall be placed where the Board may direct and all rubbish and surplus earth shall be removed in such a manner and at such a time and to such a place as the Board may order. Otherwise, the obstructions will be removed and the expense charged to the lot owner.
10. Any workmen who damage any lot, tombstone, monument or other structure or otherwise do any injury to the Cemetery shall be personally responsible for such damage and injury and in addition thereto, his employer shall be held liable.

**Tariffs and Rates**  
**As at St. Peter's Anglican Cemetery 2021**  
**HST is not Included**

**Interment Rights**

4' X 8' Lots (room for 1 full burial and 1 cremation)	\$1,500
Cremation only Lots (room for 2 cremations) as designated on Interment Certificate	\$ 750

**Scattering Garden**

Scattering of Ashes with Interment Certificate	\$ 600
Marker 6" X 6" X 12" (nothing larger)	\$ 300
No opening or closing fees apply	

**Open and Close Interment**

Full burial	\$1,000*
Cremation	\$ 500*
Disinterment	\$1,600*
Cemetery not responsible for legal permissions and contacting the Medical Officer of Health	

Installation Fee (per location) (charges for marking and locations of monuments and markers by Board)	\$ 100
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Administration fee (issuing of additional Interment Certificate(s))	\$ 100
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**Care and Maintenance Fees for monuments and markers**

a) A flat marker as defined in the By-Law	\$ 100
b) An upright marker less than four (4) feet in height	\$ 200
c) An upright marker more than four (4) feet in height	\$ 400
d) Installation of granite cornerstones	\$ 50

An interment rights holder that has not specified/paid for a casket/cremated remains interment prior to 2019 shall be permitted one casket burial or two cremated remains interments on one 4' X 8' plot.

\* Subject to change without notice