

St. John's Anglican Church Nassagaweya
Cemetery By-Laws

INTRODUCTION

These By-Laws are designed to provide a structure for the management of the St. John's Nassagaweya Church Cemetery located at the NE corner of the intersection of the Guelph Line and #10 Sideroad Nassagaweya (Milton), (mailing address – 10009 Guelph Line Campbellville, LOP 1BO). The authors of this document have made liberal use of other such documents used by Church cemeteries in the local area. The words and definitions of this document are designed for specific use in St. John's Cemetery.

ADMINISTRATION

- A.** Management and direction of St. John's Cemetery is entrusted to the Churchwardens of St. John's Anglican Church, Nassagaweya, under Canon 15 of the Constitution and Canons of The Incorporated Synod of the Diocese of Toronto.
- B.** The Churchwardens exercise full and complete control and management of the land, buildings, plantings, roads, utilities, books and records of the cemetery and complete authority to administer these by-laws and such other business as is pertinent to the cemetery.
- C.** The Churchwardens are responsible for ensuring that a cemetery Manager, who is an employee, has care of all records and documents; conducts all correspondence, and keeps a proper record of all money transactions as they pertain to cemetery operations. The Manager will receive direction from and report to the Churchwardens.
- D.** The Manager shall have custody of the cemetery under the Churchwardens.
- E.** St. John's Cemetery and the Churchwardens distinctly disclaim all responsibility for loss or damage from causes beyond their control, and especially from damage caused by the elements and acts of God, or by vandals to any lot, plot, columbarium niche, monument, marker, or any other article that has been placed in relation to an interment or right save and except for direct loss or damage caused by gross negligence of the cemetery.

DEFINITIONS

“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 St. John’s Anglican Church Cemetery operates.

“Care and Maintenance Fund” It is a requirement under the FBCSA and O. Reg. 30/11 and 184/12 that a prescribed amount or a percentage of the purchase price (excluding tax) of all interment rights sold, transferred, assigned, or permitted; and prescribed amounts for monuments and markers, is contributed into the care and maintenance fund. Interest earned from this fund is used to provide care and maintenance of lots, plots, markers, and monuments at the cemetery.

“Care and Maintenance Fund Trustee” The person, persons, or financial institution that manages the Care and Maintenance Fund.

“Cemetery” Means St. John’s Anglican Church Cemetery.

“Cemetery Board” St. John’s Anglican Church Cemetery committee acting on behalf of the corporation of St. John’s Anglican Church who operates on behalf of the Synod of the Anglican Diocese of Niagara.

“Cemetery Manager” This person represents the Cemetery Board to the public and makes all Rights Holder arrangements in pre-planning and final disposition of remains while co-ordinating all funeral arrangements and activities with other Cemetery Board members, Funeral Home providers, monument and marker providers and the Church.

“Contract” For the purposes of these By-Laws, all purchasers of Interment Rights must receive a copy of the price list and the contract they and the Cemetery Manager have signed detailing the obligations of both parties and acceptance of the Cemetery By-Laws, a copy of the Consumer Information Guide and the Price List.

“Corner Posts” Shall mean 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.

“Cremation Lot” is a Lot which permits the burial of cremated human remains only.

“FBCSA” This refers to the Funeral, Burial and Cremation Services Act 2002 SO Chapter 33.

“Grave” Any in ground burial space intended for the interment of human remains or cremated human remains.

“Interment Right” The right to require or direct the interment of human remains or cremated human remains in a grave or lot and to authorize the installation of monument or marker.

“Interment Rights Certificate” The document issued by the Cemetery 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 inter 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” For the purposes of these By-Laws, a lot is a single grave space.

“Marker” This shall mean any permanent memorial structure that is set flush and level with the ground and used to mark the location of a burial lot.

“Monument” Any permanent memorial projecting above the ground installed within the designated space to mark the location of a burial lot or plot.

“Owner” Shall mean the Corporation of St. John’s Anglican Church, Campbellville on behalf of the Synod of the Diocese of Niagara.

“Plot” Mean two (2) or more lots in which the rights to inter have been sold as a unit.

GENERAL INFORMATION

Office Hours: By arrangement with the Cemetery Manager

Burial Hours: Monday through Saturday from 10 am to 3 pm

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 FBCSA and O. Reg 30/11 and 184/12, which may be amended periodically.

All By-Law amendments must be:

- A. Published once in a newspaper with general circulation in the locality in which the cemetery is located.
- B. Conspicuously posted on a sign at the entrance of the cemetery.
- 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, FBCSA, BAO.

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, monument, marker, or other article that has been placed in relation to an interment, save and except for direct loss or damage caused by gross negligence of the cemetery.

Public Register: Provincial legislation – Section 110 of O. Reg. 30/11 requires all cemeteries and crematoriums to maintain a public register that is available to the public by arrangement with the Cemetery Manager.

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 the approval of the appropriate authorities.

Notice of Resale and Transfer of Interment

If an interment rights holder wishes to re-sell/cancel their interment or scattering rights and the cemetery operator's by-laws prohibit the third-party resale of interment or scattering rights, the rights holder must make the request to the cemetery operator in writing. The cemetery operator will repurchase the interment or scattering rights at the price listed on the cemetery operator's current price list less the Care and Maintenance Fund contribution made at the time of purchase. The re-purchase and payment to the rights holder requesting the sale/cancellation must be completed within 30 days of the request.

The cemetery operator **prohibits** the resale of interment rights to a third party. If an interment rights holder wishes to re-sell the interment or scattering rights and the cemetery operator's by-laws prohibit the third-party resale of interment or scattering rights, the rights holder must make the request to the cemetery operator in writing. Upon receiving written request, the cemetery operator will repurchase these rights from the interment rights holder or such other person to whom the interment rights have been assigned, at the price listed on the current price list less any Care and Maintenance contribution amount previously made. Transfers of interment rights cannot be prohibited so long as the purchaser meets the qualifications and requirements as outlined in the cemetery operator's By-Laws.

The cemetery operator prohibits the resale of interment rights to a third party and is not required to repurchase unused interment rights in a plot (more than one lot) if one of the interment rights in the plot has been exercised.

The interment rights holder requesting the resale/cancellation of the rights must return the interment rights certificate to the cemetery operator and the rights holder(s) must endorse the interment certificate, transferring all rights, title, and interest back to the cemetery operator. The appropriate paperwork must be completed before the cemetery operator reimburses the rights holder(s).

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

A purchaser has the right to cancel an interment contract within thirty (30) days of signing the interment 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.

BY-LAWS PERTAINING TO BURIAL OR CREMATED REMAINS

Interment rights holder(s) must provide written authorization prior to a burial taking place. Should the interment rights holder be deceased, authorization must be provided in writing by the person authorized to act on behalf of the interment rights holder in keeping with the *Succession Law Reform Act* i.e., Personal Representative, Estate Trustee, Executor or next of kin.

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 manager prior to a burial taking place. A Certificate of Cremation must be submitted to the cemetery manager prior to the burial of cremated remains taking place.

In accordance with the FBCSA and O. Reg 30/11 and 184/12 the purchaser of interment must enter into a cemetery contract, providing such information as may be required by the cemetery manager for the completion of the contract and the public register prior to each burial.

Payment must be made to the cemetery operator before a burial can take place.

The opening and closing of graves may only be conducted by cemetery staff or those designated to do work on behalf of the cemetery.

No lot shall be opened for interment or disinterment by any person not in the employ of, or under the direction of the Board, except under special circumstances, and by permission of the Board.

Cremated remains are not permitted to be scattered on a grave in this cemetery.

Human remains may be disinterred from a lot provided that the written consent (authorization) of the interment rights holder has been received by the cemetery operator and the prior notification of the medical officer of health. A certificate from the local medical officer of health must be received by the cemetery manager before the removal of casketed human remains from the cemetery may take place. A certificate from the local medical officer of health is not required for the disinterment of cremated remains from a lot or the removal of cremated remains from the cemetery. Cremated remains may only be disinterred under the direction of the cemetery manager with the permission of the Board after receiving the written request of the interment rights holder.

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

The Cemetery shall not be held responsible for any errors made for any funeral arrangements made over the phone. These arrangements should be made in writing.

Not more than one (1) casket burial shall be made in any single lot except:

1. The cremated remains of not more than six (6) persons
2. Or a 60.96 x 30.48 cm (24" x 12") infant container may be buried at the head end of a single lot in which a casket containing human remains has been buried, provided space is available.

Remains to be buried in a lot must be enclosed in a container, sealed securely, and of sufficient strength to permit burial with the container remaining intact. The container must be of a size to permit burial within the size of the lot.

The use of concrete liners or vaults is strongly recommended in this cemetery.

The smaller lots designated for cremated remains only, may inter two (2) cremated remains.

Memorialization

No memorial or other structure shall be erected or permitted on a lot until all charges have been paid in full and/or a permit is obtained from the cemetery operator.

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

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 manager.

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.

Memorials – monuments, markers, plaques etc. are owned by the interment rights holder and the cemetery operator is not responsible for their loss or deterioration. These memorials should be protected by the interment rights holder's own insurance coverage.

The cemetery operator reserves the right to determine the maximum size of monuments, their number and their location on each lot or plot. They must not be of a size that would interfere with any future interments.

All foundations for monuments and markers shall be approved by the cemetery manager before contracted by the interment rights holder.

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.

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 board.

A monument 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.

- One monument may be erected for each lot.
- Single width graves allow for the following markers:
 - Single marker for casket burial of 14"x (width of grave – 12") maximum
 - Four markers maximum for cremation interments only each 10"x12" maximum
- Full width burial Plot (two side-by-side casket burials) all for monuments to the width of the two graves – 24" side including the base.

Triple width burial Plots (or greater) allow for monuments to a maximum of 14" x 60" wide including the base.

- All monuments higher than 12" require a foundation 4' deep constructed at the Interment Rights holder's expense.
- Markers must be a minimum of 4" thick granite.
- Monuments must conform to the following height and thickness restrictions:

- Up to 32” high must be at least 6” thick.
 - 32” to 40” high must be at least 7” thick
 - 40” to 55” high must be at least 8” thick
 - Any monument intended to be higher than 55” must have plans submitted to the Cemetery Board and must receive approval prior to purchase and installation.
- The minimum thickness for flat markers including footstones is 4 inches or 10 cm.
 - All monuments and markers shall be constructed of bronze or natural stone (i.e., granite).

Care and Planting

A portion of the price of interment 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 and markers. Services that can be provided through this fund include:

- Re-levelling and sodding or seeding of lots.
- Maintenance of cemetery roads and water systems
- Maintenance of cemetery landscaping
- 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 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 manager.
- 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.

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 walkways, or prejudicial to the general appearance of the grounds or inconvenient to the public, the Board may remove such trees, shrubs or parts thereof.

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, prevents the cemetery from performing general cemetery operations or not in keeping with the respect and dignity of the cemetery.

Prohibited articles may include but are not limited to, articles made of hazardous materials such as non-heat resistant glass (excludes glass attached to monuments), candles, ceramics, or corrosive metals, loose stones or sharp objects, trellises or arches, chairs or benches. Prohibited items will be removed and disposed of without notification.

Contractor/Monument Dealer By-Laws

Any contract work to be performed within the cemetery requires the written pre-approval of the interment rights holder and the cemetery manager before the work may begin. Pre-approval includes but is not limited to: landscaping, delivery of monuments and markers, inscriptions, designs, drawings, plans and detailed specifications relating to the work, proof of all applicable government approvals and permits, the location of the work to be performed.

It is the responsibility of all contractors to obtain written approval of the cemetery manager before commencing work at any location on the cemetery property. Prior to the start of any said work, contractors must provide proof of any and all of the following: WSIB coverage, Occupational Health and Safety compliance standards, Environmental Protection, WHMIS, Evidence of liability insurance.

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

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

Contractors, masons and stonecutters shall lay planks on the lots and paths over which heavy materials are to be moved, in order to protect the surface from injury.

No monument dealer shall park on the grass unless otherwise directed to do so by the Manager.

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

No work shall be commenced on Saturday that cannot be finished, and the litter and debris removed, by the hour of noon of that day.

All implements and materials used in the performance of any work shall be placed where the Manager may direct, and all rubbish and surplus earth shall be removed when, and to where, an in such manner as the Manager my order. Otherwise, the obstructions will be removed, and the expense charged to the monument dealer.

If a monument company desires to set a flat marker, they must make written arrangements as to time of installation with the Manager as all work must be supervised by an employee of the cemetery. The Monument dealer shall pay to the St. John's Anglican Cemetery the prescribed fee plus necessary taxes for supervising the monument company's people.

If a monument company desires to make their own foundations, they must make written arrangements within five (5) days of time of proposed installation with the Manager as all work must be supervised by an employee of the cemetery. The foundation shall be at least 1.52 meters (5 feet) deep. The width of the base shall be in accordance with the regulations for monuments for the section. There shall not be a variance of more than 1.27 cm (1/2 inch) between the size of the monument and the foundation.

This foundation shall be made of air entrained cement and shall be level and true so as to not cause tipping. The foundation shall not rise above the grade of the surrounding ground. The Monument dealer shall pay the St. John's Anglican Cemetery the prescribed fee plus necessary taxes for supervising the monument company's people. See Section H-20 for requirements in making foundations.

Rules for Visitors

- 1) Visitors are always welcome at the cemetery during the open hours, from 8:00 AM until sundown. They are asked to remember the respect due to the dead.
- 2) The Manager and his/her assistants are empowered and are required to preserve order and decorum in the cemetery.
- 3) Children under the age of twelve years are welcome in the Cemetery grounds when accompanied by an adult, who shall be responsible for their good conduct and shall see that they do not run over the Lots or climb upon the monuments.
- 4) Vehicles within the cemetery shall be driven at a moderate rate of speed and shall not leave the Avenues or park on the grass unless directed to do so by the manager.

- 5) No pleasure ATVs (all-terrain vehicles) or snowmobiles are allowed in the cemetery.
- 6) Proprietors of vehicles and their drivers shall be held responsible for any damage done by them.
- 7) Discharging of firearms, other than in regular volleys at burial services is prohibited in and around the cemetery.
- 8) No picnic or party shall be permitted in the cemetery grounds.
- 9) Any person who, in the cemetery, damages or moves any tree, plant, marker, fence, structure or other thing usually erected, planted, or placed in a cemetery is liable to the St. John's Anglican Cemetery, and any interment Rights Holder who, as a result, incurs damage. The amount of damages shall be the amount required to restore the cemetery to the state that it was in before anything was damaged or moved by the person liable.
- 10) Any complaints by Interment Rights holders or visitors shall be made to the Manager and not to workers on the grounds and controversies with workers or to others on the grounds are to be avoided.
- 11) Rubbish shall not be thrown on roadways, lots or walkways or any part of the grounds.
- 12) Any person disturbing the quiet and good order of the cemetery by noise or other improper conduct or who violates these by-laws, will be expelled from the grounds.

