



St. JOHN'S CEMETERY

Operated by the Anglican Parish of St. John's, East Orangeville

Mailing Address: 3907 Highway 9, Caledon, ON L7K 0G7

Location: 953334 - 7th Line EHS Mono

Cemetery By-Laws

License # 3265797

Site #00319

1. ADMINISTRATION:

- (A) Management and direction of St. John's Cemetery is entrusted to the Churchwardens of St. John's Anglican Church, East Orangeville 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. The Manager will receive an honourarium annually as decided at vestry.
- (D) The Manager shall have custody of the cemetery under the Churchwardens.
- (E) Public Register: Provincial Legislation-Section 110 of the *Ontario Regulation 30/11* requires all cemeteries and crematoriums to maintain a public register that is available to the public by arrangement during regular office hours.
- (F) St. John's Cemetery and the Churchwardens shall take reasonable precautions to protect the property of the Interment Rights Holders but they assume no liability or responsibility for the loss of, damage to, or from any article of any type that is placed on any lot or plot.
- (G) 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.
- (H) Office Hours: Tuesday through Friday 9 am to 1 pm (at St. John's Church).
Cemetery Visitation: 1/2 hour after sunrise and 1/2 hour before sunset. Cemetery is closed from December 1st until March 31st.
- (I) 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.

2. DEFINITIONS:

- (A) "CEMETERY" means: St. John's Cemetery located part of the east half of Lot 8 Concession 7, East of Hurontario Street, Town of Mono, County of Dufferin, Dufferin County Emergency #953334, being land set aside to be used for the interment of human remains.
- (B) "THE ACT" means the *Funeral, Burial and Cremation Services Act, 2002* and its regulations.
- (C) "CEMETERY SERVICES" in respect of a lot means:
 - (i) Opening and closing of a grave;
 - (ii) Interring or disinterring human remains;
 - (iii) Construction of a foundation for a marker; and
 - (iv) Setting of corner posts.
- (D) "CEMETERY SUPPLIES" means interment vaults, markers, flowers, liners, urn, shrubs, artificial wreaths and other articles intended to be placed in the Cemetery.

- (E) **“MANAGER”** means the person appointed by the Churchwardens to be in charge of the cemetery operation and maintenance or designate.
- (F) **“HUMAN REMAINS”** means a dead human body and includes a cremated human body.
- (G) **“INTER”** means the burial of human remains and includes the placing of human remains in a lot.
- (H) **“INTERMENT RIGHTS”** includes the rights to require or direct the interment of human remains in a lot.
- (I) **“INTERMENT RIGHTS HOLDER”** means a person with interment rights with respect to a lot and includes a purchaser of interment rights under the current *Funeral, Burial and Cremation Services Act, 2002*, or a predecessor of that Act.
- (J) **“LOT”** means an area of land in the cemetery containing or set aside to contain human remains.
- (K) **“MARKER”** means any memorial of granite or bronze set flush with the surface of the ground and used to mark the location of the lot. A marker also may mean an ornament affixed to or intended to be fixed to a lot such as a columbarium niche or other structure or place intended for the disposition of human remains.
- (L) **“PLOT”** means two or more lots in which the rights to inter have been sold as a unit.
- (M) **“PRE-NEED SUPPLIES OR SERVICES”** means cemetery supplies or services that are not required to be provided until the death of a person alive at the time the arrangements are made.
- (N) **“PRICE LIST”** means the tariff of charges for St. John’s Cemetery.
- (O) **“REGISTRAR”** means the registrar appointed under *Funeral, Burial and Cremation Services Act, 2002*.
- (P) **“TRUST FUND”** means a Trust Fund established for the purpose of this A
- (Q) **“MONUMENT”** means any permanent memorial projecting above the ground level.
- (R) **“CARE AND MAINTENANCE FUND”** is the trust fund in which all moneys received by the cemetery for the care and maintenance of lots, plots and monuments have been invested.

3. SALE AND TRANSFER OF LOTS:

- (A) Any purchase of more than 8 graves requires the approval of the Churchwardens.
- (B) Interment rights (lots) may only be sold by St. John’s Cemetery. When interment rights are purchased, a contract shall be completed and signed by the purchaser or a personal representative of the deceased.
- (C) An Interment rights holder acquires only the rights and privilege of burial of the dead and of constructing monuments or markers, subject to the rules and regulations in force and approved by the Registrar, *Funeral Burial and Cremation Services Act, 2002*. By law, pets or lower animals, including cremated animal remains, may not be buried on cemetery grounds.
- (D) Payments for interment rights or cemetery supplies or services shall be made to St. John’s Cemetery.
- (E) St. John’s Cemetery shall provide each rights (lot) owner at the time of sale with:
 - (i) One copy of the Contract;
 - (ii) Copy of the Conditions of Contract;
 - (iii) Upon payment in full, a copy of the Certificate of Interment Rights;
 - (iv) A copy of the Cemetery By-laws; and
 - (v) A copy of the *Consumer Information Guide to Funeral, Burials and Cremation Services*.
- (F) The purchase price for lots is set forth in the Tariff of Charges as prescribed by St. John’s Cemetery from time to time and shall be divided as follows:

| | |
|----------------------|-------------------------------------|
| General Fund | 60% |
| Care and Maintenance | 40% (or minimum as required by law) |
- (G) An Interment Rights Holder shall not transfer ownership of a lot or any interest therein without first advising St. John’s Cemetery in writing of the intention to do so. All such transactions are to be registered with St. John’s Cemetery.

- (H) In the case of transfer of ownership by will or bequest of a lot, St. John's Cemetery reserves the right to require the production of a copy of the Will or other evidence sufficient to prove ownership.
- (I) The right to interment in a lot after death of the Interment Rights Holder is declared as follows:
- (i) The surviving spouse shall have the right of interment.
 - (ii) The original purchaser may at any time designate whom they wish to have buried in the lot, which, as recorded in the cemetery office, shall prevail.
 - (iii) In the case of the original purchaser not making such designation during their lifetime, the heirs of the said purchaser may, by an agreement in writing duly signed by all of them, determine who among them shall have the right of burial in the said lot.
 - (iv) In the event of the original purchaser not having so arranged for future burials then arrangements may be recorded on receipt of sufficient evidence as follows:
 - a. In the case of death, by depositing in the Cemetery Office a sufficiently certified copy of the Will and Probate.
 - b. In the case of intestacy, by depositing in the Cemetery Office either sufficiently certified copy of Letters of Administration or a Statutory Declaration setting out in terms satisfactory to the management such Intestacy and the name and addresses so far known of the heirs-at-law. The heirs may designate one of their number as their representative, authorized to sign orders for interments, foundations or monuments; etc.
- (J) 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 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.
- (K) Unless the interment rights have been exercised the purchaser retains the right to cancel the contract within thirty (30) days 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 on the cemetery records, has the right to re-sell the interment rights. Interment rights holders may first offer the interment rights to the cemetery operator. If the cemetery operator does not wish to re-purchase the interment rights, the interment rights may be sold to a third party for no more than the current price listed on the cemetery price list. Any resale or transfer of the interment rights shall be conducted through the cemetery operator in accordance with the requirements of the cemetery by-laws and in keeping with the *Funeral, Burial and Cremation Services Act, 2002*.
- (L) 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.
- (M) All re-sales of interment rights must be carried out through the cemetery operator.
- (N) The Cemetery operator's requirements for the re-sale of interment rights are as follows:
- a) The current rights holder will supply to the cemetery operator an interment rights certificate.
 - b) The re-sale of interment rights requires a statement signed by the rights holder(s) selling the interment rights acknowledging the sale of the interment rights to the third-party purchaser.
 - c) The re-sale of interment rights requires confirmation that the person selling the interment rights to the third party is the person registered on the cemetery records and that they have the right to re-sell the interment rights.
 - d) The re-sale of interment rights requires recording the date of transfer of the interment.
 - e) The re-sale of interment rights requires recording the name and address of the third-party purchaser(s).
 - f) The re-sale of interment rights requires a statement of any money owing to the cemetery operator in respect to the interment rights.
 - g) If the resale involves multiple interment rights, a written statement of the number of lots that have been used in the plot and the number of lots that remain.

4. INTERMENTS

- (A) No interment shall be made without the written permission of the rights holder or his/her authorized representative.
- (B) Notice of each interment to be made shall be given to St. John's Cemetery Manager 48 hours prior. No interment or removal of bodies shall take place without notice to St. John's Cemetery manager who shall see that a proper Burial Permit or other certificates required by law is furnished to him/her in each instance
- (C) No interment shall take place without a burial permit, or certificate of cremation or until the person making the arrangements of the interment has complied with all laws, rules and regulations relative to burials.
- (D) All interment charges are payable in advance or at the time of interment. No burial shall be allowed in any lot against which there are unpaid charges.
- (E) Pets or other animals: Pets or lower animals, including cremated animal remains, may not be buried on cemetery grounds.
- (F) St. John's Cemetery Manager or designate shall attend at all interments and supervise the same.
- (G) In each case of burial a written statement giving the name, late residence, age, place of birth, place of death, date of death, sex, name of deceased's nearest relative or friend, date of interment, description of where interred, and the name of the funeral director shall be provided so that an accurate register may be kept.
- (H) St. John's Cemetery shall not be responsible for any error occurring from want of precise and proper instructions regarding the location of any burials, nor where such instructions are not given in writing. Any such erroneous instructions shall be the sole responsibility of the person or persons giving them.
- (I) No interment shall be made on a Sunday or on a statutory holiday except by an order of the Medical Officer of Health.
- (J) No grave shall be opened for interment by any person not in the employ of St. John's Cemetery except under special circumstances
- (K) Only one casket and/or four urns for cremated remains shall be permitted in any one grave. Cremated remains may not be scattered on a grave.
- (L) Orders from funeral directors shall be construed as orders from owners where Schedule B has been completed.
- (M) The setting up and removal of artificial grass, lowering devices, and other interment accessories at the grave site, for caskets and vaults, are the responsibility of the funeral director. The setting up and removal of artificial grass and other interment accessories at the grave site for cremations are the responsibility of the Cemetery.
- (N) 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. Vaults are strongly recommended for all burials.
- (O) All funeral flowers and containers must be removed from a grave site within seven (7) days of burial or they will be removed by the cemetery staff.
- (P) The interment fee includes the opening and closing of the grave, registration of the burial and the earth cover.
- (Q) The scale of fees for grave openings shall be set in the Tariff of Charges as prescribed by the Cemetery from time to time.

5. DISINTERMENTS

- (A) Disinterment of a body once properly interred shall not be made without the written consent of the local Medical Officer of Health and the owner of the lot, or a court order, and upon due observance of all requirements of the *Funeral, Burial and Cremation Services Act, 2002* and its regulations.
- (B) Any markers or monuments designating the location of an interment shall be removed at the time a disinterment is made.
- (C) The charges for disinterment shall be three (3) times the normal interment fee: payable in advance.

- (D) St. John's Cemetery will exercise all due care in making burials and interments, but is not responsible for damage to any casket, urn or other container sustained during disinterment.

7. MARKERS AND MONUMENTS: (GENERAL)

- (A) No marker, monument or other structure may be erected on a lot until all accrued charges have been paid in full.
- (B) The dimensions and design particulars of a marker, monument or other structure must be submitted in writing to St. John's Cemetery manager for approval prior to the placing of the marker within the cemetery.
- (C) No monument may be erected or removed without the knowledge and supervision of the Cemetery Manager.
- (D) No monument work may be delivered to the cemetery until the foundation is completed and the contractor is ready to proceed with the work of erection.
- (E) All markers and monuments of any kind erected in the cemetery must be made of granite and /or bronze. No tablet, monument or other structure composed in whole or in part of wood or iron may be erected. Structures of any other material are also prohibited.
- (F) All companies who do work in the Cemetery shall have Worker's Compensation coverage for their workers as well as sufficient liability insurance. Prior to the start of any said work, contractors must provide proof of (any or all may apply depending on your specific operation): WSIB coverage, Occupation Health and Safety compliance standards, Environmental Protection, WHMIS, evidence of liability insurance of not less than \$5,000,000.00
- (G) All workers in any capacity within the cemetery whether as contractors, masons, stonecutters, erectors, helpers, vault truck operators, etc. are subject to the direction and control of the Cemetery Manager or designate.
- (H) Persons engaged in placing monuments must provide planking adequate to protect the turf and must remove materials and equipment immediately upon completion of the work.
- (I) All work-sites shall be left in a clean and orderly condition to the satisfaction of the Cemetery Manager. Following the placement of a marker or monument, the site must be left in a clean and orderly condition to the satisfaction of the Cemetery Manager.

8. MARKERS:

- (A) Markers and cornerstones shall be dressed on the upper surface and level with the ground and are to be placed at the direction of the Cemetery Manager.
- (B) Permitted sizes of Flush Markers are:
- (i) Single Grave 18" x 24" maximum
 - (ii) Double Grave 18" x 30" maximum
 - (iii) Cremation Lot 12" x 20" maximum
- (C) All granite markers must be of uniform thickness of not less than 4" plus or minus ½" and must be set so that the top is flush with the level of the ground.
- (D) All granite foot stones will be of a uniform thickness of not less than 4" plus or minus ½" and must be set so that the top is flush with the level of the ground.

9. MONUMENTS:

- (A) New monuments shall be free from visible defects that might impact endurance. No tablet, monument or other structure composed in whole or in part of wood or iron may be erected.
- (B) Only one monument may be erected on any one lot and it must be placed at the centre of the head end of a plot except where alignment with an existing nearby monument justifies another location approved by the Manager.
- (C) All bases of monuments must be level on the bottom and the stonework next to the foundation shall have the surfaced squared, so as to allow full bearing upon the foundation, and no building up or underpinning with spalls or chips will be allowed. The base shall have a rock edge and be eight (8) inches high.
- (D) Foundations of monuments shall be constructed of concrete and shall extend not less than five (5) feet below the surface of the ground; and shall be level to existing terrain on the top as directed and approved by the Board. This foundation shall be paid for by the company erecting the monument. Foundations must be as large in area as the base of the monument, but the Board reserves the right to require a larger foundation, if deemed necessary.

- (E) The dimensions and particulars of the required foundation for a monument shall be submitted in writing to the Manager prior to the placing of the foundation so it may be properly constructed.
- (F) St John's Cemetery reserves the right to limit the maximum size of monuments as follows and no monument may exceed:

| | |
|----------------------|-------------------|
| Single Grave Maximum | 2' - 6" in length |
| Two Graves Maximum | 4' - 0" in length |
| Three Graves Maximum | 6' - 0" in length |
| Four Graves Maximum | 8' - 0" in length |
- (G) Any monument or any inscription thereon is subject to the approval of St John's Cemetery and must be in keeping with the dignity and decorum of the cemetery.
- (H) Die thickness shall be a minimum of six inches up to the total monument height of three feet. Total monument height over three feet will be one inch per every foot, to maximum die thickness of ten (10) inches
- (I) The deposit to the care and maintenance fund payable when a marker is installed in the cemetery shall be specified in the regulations made under the *Funeral, Burial and Cremation Services Act, 2002*. Current charges are outlined in St John's Cemetery Tariff of Charges.
- (j) St John's Cemetery has the right to move monuments or markers to facilitate grave openings. St. John's Cemetery shall only be responsible for damage to monuments and markers caused by cemetery staff.

10. LOT DECORATION

Lot decorations include all structures, ornaments, plantings, or other embellishments, which are placed on Cemetery Lots for any reason. The following rules must be observed with the regard to the decoration of Cemetery Lots: Prohibited decorations will be removed.

- (A) Urns, hanging baskets, artificial flowers, plastic decorations, copings, fences, curbs, benches, steps, structures of wood, candles and containers of glass or other perishable or destructive materials are prohibited and will be removed without notice. Any structures or enclosures established on any lot prior to the adoption of these regulations, if unsightly by reason of neglect or age, will be removed without notice.
- (B) St. John's Cemetery shall not be responsible for any damage to lots and structures or objects thereon, or for flowers or articles removed from any lot or grave.
- (C) Floral tributes or wreaths may be removed from lots at the discretion of the Cemetery Manager or designate.
- (D) No person will do any work upon a burial plot without the permission of the Cemetery Manager.
- (E) On lots that have an upright monument, flower beds not exceeding 18 inches in width by the length of the upright marker base are permitted. Planting lot borders is prohibited. The plot owner is responsible for providing adequate maintenance.
- (F) Only annual flowers may be planted in the cemetery. Flower beds must be cleared after the first frost in the autumn.
- (G) Lot decoration like artificial flowers, wreaths, or other forms of decorations are prohibited on graves from December 1st until April 1st the next year. Decorations not removed by December 1st will be removed by cemetery staff.
- (H) No lot owner shall change the grading of the lot, and in case of any such change, the Board may restore the lot to its original grade at the expense of the owner.
- (J) No unauthorized person shall sod or move corner posts or grave markers.
- (K) Ornamental dwarf evergreen shrubs are permitted only on lots larger than five (5) feet in width and having a monument. One shrub not exceeding the height of the monument may be placed on one side or the other of the monument. Shrubs exceeding the height of the monument will be removed without notice.
- (L) Memorial donations require the Rights Holder to sign a Letter of Agreement for the giving of a significant Memorial Gift.

10. TARIFF OF CHARGES:

- (A) Subject to the *Funeral, Burial and Cremation Services Act, 2002*, and the regulations stated therein, The Churchwardens may adopt a tariff of charges to regulate the fees and charges to be paid by persons purchasing interment rights in the cemetery or requiring service to be performed therein.
- (B) The tariff of rates may be amended by the Churchwardens as they deem fit from time to time.

11. OTHER MATTERS

- (A) The Cemetery Manager or designate, may restrict vehicular traffic at any time.
- (B) Any inquiries or complaints by lot owners or visitors shall be made in writing to the Cemetery Manager in care of the Church office.
- (C) This by-law shall come into force and effect upon being filed and approved by the Registrar appointed pursuant to the *Funeral, Burial and Cremation Services Act, 2002*
- (D) That all other by-laws or parts of by-laws inconsistent with this by-law are hereby repealed.

By-Law is hereby approved by the Incumbent and Churchwardens this day of , 2020.

Incumbent

Churchwarden

Churchwarden

