

ST. JAMES' ANGLICAN CEMETERY

Carp, Ontario

By-Laws – September 2013

1. GENERAL CONDUCT

St. James' Anglican Cemetery is administered by the Secretary/Treasurer who operates under the authority of St. James' Anglican Church.

The Cemetery reserves full control over the cemetery operations and management of land within the cemetery grounds.

No person shall 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 and show due respect to the deceased.

2. SALE OF LOTS (Interment Rights)

- 2.1 Sales and transfers may be made to current and past members of the Anglican Parish of Huntley and their families only. A maximum of 4 lots may be purchased by any one customer.
- 2.2 Single graves for burial are sold measuring 3 ½ feet wide and 10 feet long, hereafter referred to as "lots".
- 2.3 All prices of lots and services shall be set out in the most recent **Tariff of Rates**, filed with the Ministry of Government and Consumer Services, Cemeteries Regulations Unit. Prices for Lots shall include the applicable portion for deposit to the Cemetery's Care and Maintenance Fund (held by the Public Trustee, Toronto). The deposit to the Care and Maintenance Fund shall be as specified in the **Regulations under the Funeral, Burial and Cremation Services Act 2002 (as of July 2012)**.
- 2.4 At the time of sale, the Secretary/Treasurer will provide each Purchaser or Interment (Lot) Rights Holder(s) at the time of sale with:
 - a) A copy of the Ontario Consumer Information Guide to Funerals, Burials and Cremation Services
 - b) A copy of the Cemetery By-Laws
 - c) Upon payment in full, a duly signed Cemetery Contract (Interment Rights Certificate)
- 2.5 No Interment Rights Certificate shall be provided until the purchase price is paid in full.

3. RE-SALE, TRANSFER OR CANCELLATION OF RIGHTS

Purchasers of Interment Rights 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 these by-laws.

3.1 RE-SALE:

The Cemetery prohibits the sale of Interment Rights to a third party. Should a Purchaser or Right Holder(s) wish to sell his/her rights, he/she must advise the Secretary Treasurer. The Purchaser or Right Holder(s) must return the Rights Certificate along with written notice that he/she wishes to sell the rights back to the Cemetery. The Cemetery will re-purchase the rights at the current price, listed in the **Tariff of Rates**, less any payments made to the Care and Maintenance Fund. A cancellation fee of 10% of the Contract Value, up to a maximum of \$ 350.00 will be charged to the original Purchaser or Rights Holder(s). If the original Interment Rights Certificate is misplaced the Secretary/Treasurer must issue a duplicate certificate in order to complete the transfer. There will be an administration fee for the issuance of a duplicate certificate.

3.2 TRANSFER:

Transfers of Interment Rights may be made only to current and past members of the Parish of Huntley and their immediate family members. The Purchaser or Rights Holder(s) must return the Rights Certificate along with written notice that he/she wishes to transfer his/her Rights. The Secretary/Treasurer will then provide the new Purchaser or Rights Holder(s) with a Rights Certificate and provide written notice of the transfer to the original Purchaser or Holder(s) of the Rights. If the original Interment Rights Certificate is misplaced the Secretary/Treasurer must issue a duplicate certificate in order to complete the transfer of ownership. There will be an administration fee for the issuance of a duplicate certificate.

3.3 CANCELLATION:

a) Cancellation of contract "Within" 30 days:

The Purchaser or Rights Holder(s) can cancel a cemetery contract within 30 days, if the Interment Rights have not been exercised. The Interment Rights Certificate must be returned to the Secretary/Treasurer along with written notice of cancellation. If any portion of the Interment Rights have been exercised, the Purchaser, or the Interment Rights Holder(s) are not entitled to cancel the contract. A full refund of the purchase price will be paid to the Purchaser or the Rights Holder(s) by the Secretary/Treasurer. The Contract and Interment Rights Certificate will be returned to the Secretary/Treasurer. If the original Interment Rights Certificate is misplaced the Secretary/Treasurer must issue a duplicate certificate in order to complete the cancellation transaction. There will be an administration fee for the issuance of a duplicate certificate.

b) Cancellation of contract "After" 30 days:

The Purchaser or Rights Holder(s) may request that the Secretary/Treasurer buy back the lot(s) after 30 days if the Interment Rights have not been exercised. The Interment Rights Certificate must be returned to the Secretary/Treasurer along with the written notice of cancellation. If any portion of the Interment Rights have been exercised, the Purchaser or Interment Rights Holder(s) are not entitled to cancel the contract. A full refund, less the amount paid to the Care and Maintenance Fund will be paid to the Purchaser or Interment Rights Holder(s) by the Secretary/Treasurer. A cancellation fee of 10% of the contract, up to a maximum of \$ 350.00 will be charged to the Purchaser or Interment Rights Holder(s) by the Secretary/Treasurer. The Contract and Interment Rights Certificate will be returned to the Secretary/Treasurer. If the original Interment Rights Certificate is misplaced the Secretary/Treasurer must issue a duplicate certificate in order to complete the cancellation transaction. There will be an administration fee for the issuance of a duplicate certificate.

4. BY-LAW AMENDMENTS

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

All By-Law amendments:

- a) Must be published once in a newspaper with general circulation in the locality in which the cemetery is located;
- b) Must be conspicuously posted on a sign at the entrance of the cemetery; and
- c) Delivered to each supplier of markers who has delivered a marker to the cemetery during the previous year, if the by-law or by-law amendment pertains to makers or their installation

All by-laws and by-law Amendments are subject to the approval of the Registrar, Cemeteries Regulation Unit, Ministry of Consumer Services.

5. LIABILITY

While the Cemetery is obliged to maintain all monuments, markers and memorials to ensure the safety of the public and to preserve the dignity of the Cemetery, all other repairs and maintenance and insurance of the monuments or markers is the responsibility of the Interment Rights Holder(s).

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

6. PUBLIC REGISTER

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

7. PETS OR ANIMALS

Pets or lower animals, including cremated animal remains are not permitted to be buried on the cemetery grounds.

8. RIGHT TO RE-SURVEY

The Cemetery has the right 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.

9. CARE AND MAINTENANCE FUND CONTRIBUTIONS

In accordance with the **Funeral, Burial and Cremation Services Act 2002 (as of July 2012)**, a prescribed amount shall be paid into the Care and Maintenance Fund of the Cemetery upon the installation of a Grave Marker or Monument (held in Trust by the Public Trustee, Toronto). Contributions to the care and maintenance fund are not refundable, except when Interment Rights are cancelled within 30 days of purchase.

The income generated from this fund is used to maintain, secure and preserve cemetery grounds. Services that can be provided through this fund include:

- i. Re-levelling and sodding or seeding of lots and grounds
- ii. Maintenance of roads, fences and landscaping
- iii. Repairs and general upkeep of maintenance buildings and equipment

10. INTERMENTS

- No burial is permitted until the Interment Rights have been paid in full.
- A Notice of Interment and 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 Secretary/Treasurer prior to a burial taking place.
- A Certificate of Cremation must be submitted to the Secretary/Treasurer prior to the burial of cremated remains.
- A maximum of one casket burial and the burial of two urns containing cremated remains, **OR** the burial of three urns containing cremated remains is permitted in one lot.
- A body delivered to the cemetery for earth burial must be delivered in a closed casket or container, and will be buried in such closed casket or container. All caskets or closed containers must be of sufficient strength as to be equal in minimum weight to $\frac{3}{4}$ " pine. The use of grave liners is not permitted.

-
- 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 interments will be permitted from December 1 to May 15th.
- Cremated remains are not permitted to be scattered on graves.
- Human remains may be disinterred from a lot provided that the written consent of the Interment Rights Holder(s) has been received by the Secretary/Treasurer and the prior notification in writing of the Medical Officer of Health.

11. MEMORIALIZATION

- a) Concrete foundations are required for all monuments or markers, in accordance with the **Funeral, Burial and Cremations Services Act, 2002 (June 2012)**.
- b) No installation of any monument, marker, inscription or memorialization is permitted until the Interment Rights have been paid in full.
- c) A monument marker on a single lot must not exceed 3 feet in length and 4 feet in height and must have a minimum thickness of 8 inches. Foundations are to be excavated to a minimum depth of 5 feet. The minimum thickness for flat markers, including footstones is 4 inches.
- d) The Secretary/Treasurer or appointed member of the Cemetery Staff must mark out the location for the installation of a monument or marker. A fee will be charged for this service.
- e) Only one monument shall be erected within the designated space on any lot.
- f) All monuments and markers shall be constructed of bronze or natural stone (i.e.– granite)
- g) No monument, footstone, marker or memorial of any description shall be placed, moved, altered or removed without the permission of the Secretary/Treasurer.
- h) Minor scraping of the monument base due to grass/lawn maintenance is considered to be normal wear. The Secretary/Treasurer 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.
- i) Should any monument or marker present a risk to public safety because it has become unstable, the Secretary/Treasurer shall do whatever he/she deems necessary by way of repairing, resetting, or laying down the monument or marker or any other remedy so as to remove the risk.
- j) The Secretary/Treasurer reserves the right to remove at his/her sole discretion, any marker, monument or inscription which is not in keeping with the dignity and decorum of the cemetery.
- k) Notification must be given to the Secretary/Treasurer when any monument, marker or memorial is to be removed or inscribed.

12. ITEMS PROHIBITED AND PERMITTED

The Cemetery reserves the right to regulate the articles placed on lots that pose a threat to the safety of all Interment Rights Holders and visitors to the Cemetery from performing general operations, or are not in keeping with the respect and dignity of the Cemetery. Prohibited articles will be removed and disposed of without notification.

- a) The planting of individual trees and shrubs is not permitted
- b) The planting of annual flowers at the base of monument/markers is permitted. They should be trimmed and free from weeds.
- c) Solar lights, candles and any other sources of lights, borders, fences, railings and walls and cut stones in and around lots are not permitted.
- d) Winter wreaths may be placed in the Cemetery between the 1st of December and the 1st of May. In order to prepare the grounds for spring, wreaths must be removed prior to May 1, wreaths not removed by such date, will be removed and disposed of by Cemetery staff without notification.
- e) Flowers placed on a grave for a funeral shall be removed by Cemetery staff after a reasonable time to protect the sod and maintain a tidy appearance.

WITH THE EXCEPTION OF CLAUSE 2.1, THESE BY-LAWS APPLY TO THE COLUMBARIUMS OWNED BY TUBMAN FUNERAL HOMES, SITUATED ON ST JAMES' CEMETERY.

