



## CEMETERY BY-LAWS

St. Joseph's Cemetery, Kingsbridge #01515

84675B Bluewater Highway, RR#3 Goderich, Ontario. Canada N7A 3X9

Owned and operated by The Roman Catholic Episcopal Corporation of the Diocese of London in Ontario

Date approved by BAO: 30 October 2012

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### 1. INTRODUCTION

St. Joseph's Cemetery (hereinafter referred to as "Cemetery") is owned and operated by The Roman Catholic Episcopal Corporation of the Diocese of London in Ontario. The Cemetery is located at North East part of East ½ of Lot 14, Front Concession Lake Range, North Town Plot, Western Division, in the Township of Ashfield-Colborne-Wawanosh, county of Huron, Province of Ontario, Canada.

This booklet contains the By-laws of the St. Joseph's Cemetery Kingsbridge. They have been approved by the BAO which is the new governing body for cemeteries in Ontario. The BAO is the Bereavement Authority of Ontario.

These By-laws reflect time-tested Cemetery practices and have been developed based on experience. The By-laws govern all matters pertaining to the operation of the Cemetery.

By-law compliance ensures the safety of the Cemetery and all visitors, and the maintenance of proper cemetery operations.

In addition to the By-laws, the Funeral Burial and Cremation Services Act, 2002 and Ontario Regulation 30/11 and all Provincial, Municipal or other legal regulations shall be adhered to by the Cemetery and all visitors.

The By-laws may at any time be changed, amended, altered, repealed, rescinded or added to, upon the approval of the Bereavement Authority of Ontario.

The Cemetery is a sacred place blessed by the Church and shall at all times be operated in a manner that is consistent with the Roman Catholic faith, teachings and beliefs. As such, scattering rights are not available.

## 2. GLOSSARY OF TERMS

**Burial:** The word “Burial” may be used throughout this By-law as a general word for Interments, Entombments and Inurnments.

**By-laws:** The rules and regulations under which the Cemetery operates.

**Care and Maintenance Fund:** As a requirement under Provincial legislation, a portion of the purchase price of all Interment Rights, and the prescribed amount payable upon installation of Monuments and Markers is contributed into an irrevocable trust fund – the Care and Maintenance Fund. Income from the Care and Maintenance Fund is used to provide general care and maintenance of the Cemetery.

**Certificate of Interment Rights:** A document, issued by the Cemetery once Interment Rights have been paid in full, specifying the ownership of the Interment Rights.

**Columbarium:** A structure containing individual compartments or Niches for the placement of cremated human remains.

**Crypt:** An individual compartment in a Mausoleum for the placement of human remains.

**Disinterment:** The removal of human remains, including cremated human remains, from a closed or sealed Gravesite, Crypt or Niche.

**Entombment:** The opening and closing of a Crypt for human remains.

**FBCSA:** The Funeral, Burial and Cremation Services Act, 2002, as amended from time to time.

**Gravesite or Grave:** Any Interment Right (adult, cremation or child/infant) which permits a Marker to be set flush and level with the ground in the Marker Space; or which permits the erection of a Monument in the Monument Space, or attached to an adjacent feature wall as defined in the Interment Rights Certificate.

**Interment:** The opening and closing of a Gravesite (in-ground) for human remains or cremated human remains.

**Interment Rights:** The right to require or direct the Burial of human remains or cremated human remains in a Gravesite, Crypt or Niche.

**Interment Rights Holder:** As determined by the Cemetery, a person, firm, or corporation holding the right to direct the Burial or Disinterment of human remains, cremated human remains, and associated memorialization in an Interment Right.

**Inurnment:** The opening and closing of a Niche for cremated human remains.

**Marker:** A memorial constructed of bronze or granite, set flush and level with the ground in the Marker Space of a Gravesite, except where attached to the feature wall adjacent to the Gravesite. The Marker is the property of the Interment Rights Holder.

**Marker Space:** Unless otherwise specified on the Interment Rights Certificate, that portion of the Gravesite(s) designated to contain the marker.

**Mausoleum:** A structure or building containing individual compartments - Crypts or Niches for the placement of human remains or cremated human remains.

**Memorials:** All Markers or Monuments, Mausoleum Crypt fronts or Columbarium Niche fronts and any other form used to inscribe the names of individuals interred, entombed or inurned within the Cemetery.

**Monument:** An upright (above-ground) memorial, constructed of granite or bronze material, installed within the designated Monument Space of a Gravesite.

**Monument Base:** That portion of the Monument constructed of granite and set on the concrete Monument foundation to provide stability and protection for the Monument Die.

**Monument Die:** Those portions of the Monument set on the Monument Base, containing the design and memorial inscription.

**Monument Foundation:** The in-ground concrete foundation, constructed the equivalent size of the Monument Base.

**Monument Space:** Unless otherwise specified on the Interment Rights Certificate, that portion of the Gravesite(s) designated to contain the Monument and planting where allowed.

**Niche:** An individual compartment in a Mausoleum or Columbarium for the Inurnment of cremated human remains.

**Purchaser:** The individual(s) purchasing the Interment Rights, products or services. The Purchaser does not hold or maintain the right to direct burials, disinterment or memorialization unless registered as the Interment Rights Holder(s) and are so named on the Interment Rights Certificate.

### 3. GENERAL PROVISIONS

**3.1 Hours of operation:** The Cemetery is normally open daily from sunrise to sunset. Burials are normally permitted between **9am to 5pm**. The Cemetery reserves the right to restrict access to the Cemetery for such purposes as it considers appropriate in its sole discretion.

**3.2 Private Property:** The Cemetery is private property. Interment Rights Holder(s) and the public may visit the Cemetery at their own risk and shall be governed by the following:

- **Damage to Property:** No one shall damage, destroy, remove or deface any property in or belonging to the Cemetery;
- **Vehicles:** Vehicles within the Cemetery shall be driven at a speed less than 15 km/hr. At no time shall vehicles park or drive on the grass. Owners of vehicles will be held liable for any damage caused by their drivers or vehicles;
- **Improper Conduct:** In the sole opinion of the Cemetery, any person whose actions, conduct, behaviour, or attire disturbs the decorum of the Cemetery, or who violates these By-laws, may be required to leave the Cemetery grounds;
- **Dogs, Cats and Pets:** Dogs, cats and pets are not permitted on Cemetery property. Guide dogs are permitted;
- **Burial of Animals:** Burial of animals is not permitted;
- **Special Events:** Special Events are only permitted with the prior approval of the Cemetery;
- **Soliciting:** Canvassing, soliciting, advertising or distributing business cards in the Cemetery is prohibited, as is the placing or displaying of any manufacturer's, monument dealer's, or quarry's name, insignia or trademark in any form;
- **Photographing, Filming, or Video-Taping:** Photographing, filming, or video-taping of any part of the Cemetery may only take place with the prior approval of the Cemetery;

- **Roller Blades and Skateboards:** The use of roller blades and skateboards is strictly prohibited within the Cemetery;
- **Bicycles:** To ensure safety in the Cemetery, bicycles are prohibited within the Cemetery grounds unless the bicycle is being used as a means of transportation. All bicycles must be operated in a safe manner that respects the needs of families and only on cemetery roads at a speed less than 10 km/hour. Bicycle racing is strictly prohibited;
- **Jogging:** No jogging is permitted within the Cemetery.

**3.3 Liability for Loss or Damage:** The Cemetery assumes no liability or responsibility for the loss of, or damage to, any Gravesite, Mausoleum Crypt, Columbarium Niche, Monument, Marker, or article that may be placed on an Interment Right save and except as noted below.

The Cemetery only assumes liability if, during the course of performing routine cemetery operations, the Cemetery or authorized representatives should cause damage to any Gravesite, Mausoleum Crypt, Columbarium Niche, Monument, or Marker. The liability shall be limited to the extent of the physical damage caused, and the Cemetery shall make a reasonable effort to correct the damage.

The Cemetery is not responsible for loss or damage from any causes beyond its reasonable control, whether the damage or loss be direct or collateral.

The Cemetery disclaims all responsibility for loss or damage from causes beyond its reasonable control, and especially from damage by an Act of God, the elements, earthquakes, war, common enemy, air raids, invasions, insurrections, riots, order of any military or civil authority, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents or any cause similar or dissimilar beyond the reasonable control of the Cemetery whether the damage be direct or collateral. If it becomes necessary to reconstruct or repair monuments or memorials, in any section, including Gravesites, Crypts or Niches, the Cemetery may give a 90-day written notice of the necessity for such repair to the Interment Rights Holder on record. The notice shall be considered given once sent by registered mail addressed to the current Interment Rights Holder at his/her address on the Cemetery records.

**3.4 Ownership of Memorials:** All Memorials are the property of the Interment Rights Holder except for the Mausoleum Crypt fronts and Columbarium Niche fronts. In addition, any items affixed to or intended to be affixed to the Mausoleum Crypt fronts and Columbarium Niche fronts are the property of the Interment Rights Holder.

**3.5 Public Access to Information:** The Cemetery is committed to protecting the privacy of its Interment Rights Holders. We collect, use and disclose personal information as required by governing federal and provincial legislation. We do not rent, sell, or trade personal information lists. Individuals may request their personal information in writing at any time to ensure that it is correct and current or to edit it. Contact the Cemetery to access the public register.

**3.6 Notice of Change of Address:** Each Interment Rights Holder shall notify the Cemetery of any change of his/her address. Notice sent to the Interment Rights Holder at the last address according to the Cemetery's record shall be deemed to have been received by him/her when in the ordinary course of post it would have reached him/her at the address in the Cemetery's records.

**3.7 Changes in By-laws:** The Cemetery may, from time to time, change the By-laws in order to best serve the interests of its cemeteries and the Interment Rights Holders. Public notice indicating pending changes will be posted at the entrance to the Cemetery and placed in a local newspaper. All changes to the By-laws are subject to the approval of the Bereavement Authority of Ontario.

**3.8 Right to Re-Survey:** The Cemetery expressly reserves the following rights and privileges to be exercised from time to time in accordance with any governing Provincial legislation in effect at the time:

- To re-survey, enlarge, construct a building or structure, alter, and/or diminish all or any portion of the Cemetery;
- To lay out, establish, close, eliminate, or otherwise modify or change the location of roads, walks, or drives;
- To create or remove easements and rights of way over and through all of the Cemetery premises for the purpose of installing, maintaining, or operating utility or communication lines, drains, irrigation systems, or for any other cemetery purpose provided that no Interments or sale of Interment Rights have taken place in these areas;

**3.9 No Easements:** No easement or right of interment is granted to any Interment Rights Holder in any road, drive or walk within the Cemetery, but such road, drive or walk may be used as a means of access to the Cemetery as long as the Cemetery devotes such road, drive or walk to that purpose.

**3.10 Scattering Not Permitted:** Scattering of Cremated remains is not permitted.

**3.11 Supporting Documentation:** Where the person(s) to exercise or to deal with Interment Rights is/are not the person whose name appears on the Interment Rights Certificate, the Cemetery may require such person(s) to produce, at his/her sole expense, such documentation as the Cemetery may require to establish the legal right of such person(s) to exercise or to deal with such Interment Rights.

#### **4. CORRECTION OF ERRORS**

The Cemetery may, to correct any error that may have been made by it either in making a Burial or Disinterment or in the description, transfer or granting of Interment Rights, either cancel such grant and substitute and grant in lieu thereof other Interments Rights of equal value and similar location, other Interment Rights of equal value and similar location as far as is reasonably possible and as may be selected by the Cemetery, or refund the money paid on account for the purchases of said Interment Rights. In the event of any such error that may involve the Interment or Disinterment of the remains of any persons or person in any Interment Right, the Cemetery with the permission of the local Medical Officer of Health and Interment Rights Holder, may remove and re-inter the remains in such other Interment Rights of equal value and similar location as is reasonably possible as may be substituted and granted in lieu thereof.

#### **5. PURCHASES, SALES AND TRANSFERS**

**5.1 Contracts:** All Purchasers of Interment Rights must sign a contract with the Cemetery. Terms and conditions of sale are detailed in the contract.

**5.2 Cancellation of Interment Rights:** Cancellation within 30 day Cooling-off period: Provided a Burial has not taken place, a Purchaser has the right to cancel an Interment Rights Contract within 30 days of signing the Interment Rights Contract by providing written notice of the cancellation to the Cemetery. The Cemetery will refund all monies paid by the Purchaser within 30 days from receipt of the written notice.

Cancellation after 30 day cooling-off period: Provided a Burial has not taken place, upon receiving written notice from the Purchaser of the Interment Rights, the Cemetery will cancel the contract and issue a refund to the Purchaser for 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 30 days from receipt of the written notice. If the Interment Rights certificate has been issued to the Interment Rights Holder, the Certificate must be returned to the Cemetery along with the written notice of cancellation before the refund is made.

**5.3 Ownership of Interment Rights:** Ownership of all cemetery lands remain vested with The Roman Catholic Episcopal Corporation of the Diocese of London in Ontario at all times. Interment Rights Holders acquire only the right to direct the Burial or Disinterment of human remains, cremated human remains, and associated memorialization in an Interment Right subject to the By-laws. Ownership of Interment Rights do not transfer from the Cemetery until all monies due under the Interment Rights Contract are paid at which time the Interment Rights Certificate will be issued.

**5.4 Care and Maintenance Fund:** As required by sections 166 and 168 of Regulation 30/11 under the FSCSA, a portion of the purchase price of all Interment Rights, and a prescribed amount for Monuments and Markers must be paid by the Cemetery into the Care and Maintenance Fund. Income from the fund is used to provide general care and maintenance of the Cemetery. Payments to the Care and Maintenance Fund are not refundable except when Interment Rights are cancelled within the 30 day Cooling-off Period (see 5.2 above).

**5.5 Private Re-sale or Transfer of Interment Rights after 30 day Cooling-off Period**

- ALL RE-SALES OR TRANSFERS OF INTERMENT RIGHTS MUST BE CARRIED OUT THROUGH THE CEMETERY IN ACCORDANCE WITH THE FBCSA AND THE CEMETERY BY-LAWS.
- The Interment Rights Holder is permitted to sell or transfer their Interment Rights to another person, firm or corporation, subject to the rules and regulation in the FBCSA and in the By-laws.
- The Cemetery is not required to re-purchase unused Interment Rights.
- The selling price cannot exceed the current amount as listed in the Cemetery price list.
- The Sale or Transfer is not complete and is not recognized by the Cemetery until the Sale and Transfer Endorsement Form has been duly executed by the transferor, transferee and Cemetery and any balance outstanding on account has been paid in full.
- Sales and transfers shall be subject to applicable administrative fees as noted in the Cemetery price list.

**5.6 Endorsement of Sale or Transfer**

- The original Interment Rights Certificate must be returned to the Cemetery.
- If the original Interment Rights Certificate cannot be produced, the Cemetery must verify ownership of the Interment Rights.
- Acceptable photo identification and proof of ownership of the Interment Rights must be presented with the return of the original Interment Rights Certificate.
- Once the Sale and Transfer Endorsement Form is completed and all applicable fees and outstanding balances have been paid, a new Interment Rights Certificate will be issued to the transferee for those Rights being transferred and in the name of the Transferor for those Right retained, within 14 days.

**6. BURIALS AND DISINTERMENTS**

- Burial Permits are issued by the local municipality. A Burial cannot proceed until a Burial Permit or Certificate of Cremation is received by the Cemetery.
- If Burial of someone other than the Interment Rights Holder is to take place, written permission of the Interment Rights Holder must be delivered to the Cemetery before the Burial.
- The Cemetery shall be given a minimum of 48 hours notice for each Burial of human remains or cremated human remains.
- The opening and closing of Graves, Crypts and Niches may only be conducted by the Cemetery or those designated to do work on behalf of the Cemetery.
- One traditional Burial plus three Cremation Burials OR four Cremation Burials are permitted in each traditional sized lot.
- Columbariums:
  - Not provided at our cemetery.
- Disinterments shall be completed in accordance with the FBCSA.
- No Burials, Disinterments or other services or supplies shall be provided until all arrears have been paid in full.

## 7. MEMORIALIZATION

- No Memorial shall be installed in the Cemetery unless the payment to the Care and Maintenance Marker Fund is paid in full to the Cemetery.
- No Memorial, Monument Base or Monument Foundation of any description shall be placed, moved, altered, or removed without permission from the Cemetery.
- Minor scraping of the Monument Base, of an upright Monument due to grass/lawn maintenance is considered to be normal wear.
- The Cemetery reserves the right to determine the maximum size of Memorials and their location on each Gravesite. Memorials must not be of a size that would interfere with any future Interments.
- If any Memorial present a risk to public safety because it has become unstable, the Cemetery shall do whatever it deems necessary by way of repairing, re-setting or laying down the Memorial or any other remedy so as to remove the risk.
- The Cemetery reserves the right to remove at its sole discretion any Memorial or inscription which is not in keeping with the dignity, decorum and Catholicity of the Cemetery as determined by the Cemetery.
- Only one Monument shall be erected within each Grave.
- The minimum thickness for a flat Marker, including foot stones, is four inches or 10 centimetres.
- The maximum permitted size for Memorials is as follows:
  - Single Grave: **36 x 61 centimetres or 14 x 24 inches**
  - Double Grave: **46 x 122 centimetres or 18 x 48 inches**
  - Cremation Grave: **25 x 41 centimetres or 10 x 16 inches**
  - Child Grave: **25 x 41 centimetres or 10 x 16 inches**
  - Veteran's Grave: **would be the same as single grave or cremation grave**

## 8. CARE, PLANTING AND DECORATIONS

- Only those authorized by the Cemetery shall remove any sod or in any other way change the surface of the Gravesites in the Cemetery.
- Flowers placed on a Gravesite for a funeral shall be removed by the Cemetery after a reasonable time to protect the sod and maintain the tidy appearance of the Cemetery.
- The Cemetery reserves the right to disallow or remove quantities of Memorial wreaths or flowers considered to be excessive and that diminishes the otherwise tidy appearance of the Cemetery.

## 9. MAUSOLEUMS

***No Mausoleums located on this property.***

## 10. COLUMBARIUM NICHES

***No Columbarium Niches located on this property.***

## **11. RULES AND CODE OF CONDUCT FOR CONTRACTORS (including Monument Dealers)**

- 11.1 Pre-approval Required Before Working:** Any work to be performed on Cemetery property requires the written pre-approval of an authorized representative of the Cemetery before the work may begin. In addition, any work to be completed on an Interment Right Holders lot requires the written pre-approval of the Interment Rights Holder.
- 11.2 Monument Foundations, Monument Bases and Memorials:** Monument Foundations, Monument Bases and Memorials must be properly installed according to the Cemetery By-laws.
- 11.3 Compliance with Legislation:** Contractors will obtain all necessary permits, licenses and certificates at their expense and comply with all laws, rules, regulations and codes relating to the work.
- 11.4 Liability:** Contractors will conduct their operations to prevent damage to any grounds, turf, shrubs, trees, flowerbeds, Memorials, decorations, vases, or any other article or natural feature in the Cemetery. Contractors shall lay planks on the Gravesites, and paths over which heavy materials are to be moved, in order to prevent damage. Any damage caused by Contractors shall be rectified to the satisfaction of the Cemetery at the expense of the Contractor.
- 11.5 Hours of Work:** Hours of work to be determined between Contractor and Cemetery in advance. The Cemetery reserves the right to temporarily cease Contractor operations at its sole discretion if the noise of the work being performed by the Contractor is deemed to be a disturbance to any funeral or other authorized public gathering within the Cemetery.
- 11.6 Removal of Implements and Rubbish:** Contractors working within the Cemetery must remove all implements, equipment and rubbish from the Cemetery at the conclusion of the completed work or as directed by the Cemetery. All work sites must be secured when left unattended.