



Grace Anglican Church Cemetery

Ontario License # 3275613
Ontario Cemetery Site # 01301

Operated by Grace Anglican Church
On behalf of
The Synod of the Diocese of Niagara

Cemetery By-Laws

Under the authority of
The Funeral, Burial, Cremation Services Act SO 2002
Chapter 33
And enacted July 21, 2012 by
Ontario Regulation 30/11

East Flamborough Township (Concession 9, Lot 3)
Village of Waterdown
City of Hamilton
Wentworth County
Province of Ontario

These By-Laws are the rules and regulations that govern Grace Anglican Church Cemetery and have been approved by the Registrar of Cemeteries, Funeral, Burial, and Cremation Services Act, 2002 (FBCSA), Cemeteries Regulations Unit, Ministry of Consumer Services.

CEMETERY BY-LAWS

Effective March 31, 2014

The Corporation of Grace Anglican Church Waterdown, Synod of the Diocese of Niagara, enacts as follows:

MISSION STATEMENT

To maintain Grace Anglican Church Cemetery in a peaceful and park like condition while serving the interment and burial needs of the community. To work with government, the community, and the local burial, vault and memorial dealer sector to ensure all By-Laws are observed while being sensitive to the lot owners and the Interment Rights Holders. Also, to maintain the cemetery grounds in a condition which is attractive and preserves its heritage nature.

PREFACE

Grace Anglican Church Cemetery is situated in the village of Waterdown in the City of Hamilton, Ontario in the Municipality of East Flamborough, in Wentworth County adjacent to Grace Anglican Church (the "Church").

Grace Anglican Church was founded in the year 1860 with the first burials in the consecrated cemetery dating to 1847.

Grace Anglican Church Cemetery shall make available to all persons, regardless of religious affiliation; all services provided by the Cemetery in accordance with the Funeral, Burial, and Cremation Services Act SO 2002 (FBCSA) Chapter 33 and Ontario Regulation 30/11.

Grace Anglican Church Cemetery, in the discharge of its duties, appeals to lot owners and the general public to assist the Cemetery and follow these By-Laws.

A. 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 Grace Anglican Church Cemetery operates.

"Care and Maintenance Fund" It is a requirement under the FBCSA that a percentage of the purchase price of all Interment Rights, and set amounts for marker and monument installations are contributed into the Care and Maintenance Fund. Interest earned from this fund is used exclusively to provide care and maintenance of plots, lots, niches, and markers and monuments in the cemetery.

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

"Cemetery" Means Grace Anglican Church Cemetery.

"Cemetery Board" The Grace Anglican Church Cemetery committee acting on behalf of the Corporation of Grace Anglican Church who operates on behalf of the Synod of the Diocese of Niagara in the Waterdown area.

"Cemetery Client Representative" This person represents the Cemetery Board to the public and makes all Rights Holder arrangements in pre-planning and final disposition of remains while

coordinating all funeral arrangements and activities with other Cemetery Board members, Funeral Home providers, monument and marker providers, and the Church.

“Columbarium” Shall mean the structure erected in the north east section of the Cemetery which provides for the placement—Inurnment—of cremated human remains in reserved niches.

“Contract” For the purposes of these By-Laws, all purchasers of Interment Rights must sign a Contract with the Cemetery, detailing the obligations of both parties and acceptance of the Cemetery By-Laws.

“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, lot, or niche and direct the associate memorialization.

“Interment Rights Certificate” The document issued by the Cemetery to the purchaser once the Interment Rights have been paid in full, identifying ownership of the Interment Rights.

“Interment Rights Holder” Shall mean any person designated to hold the right to inter human remains in a specified lot.

“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.

“Ministry” Shall mean the Ontario Ministry of Consumer Services, Cemeteries Regulations Unit.

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

“Niche” An individual compartment in a Columbarium for the entombment of cremated human remains.

“Owner” Shall mean the Corporation of Grace Anglican Church, Waterdown on behalf of the Synod of the Diocese of Niagara.

“Plot” For the purposes of these By-Laws, a plot is a parcel of land, sold as a single unit, containing multiple lots.

“Scattering” Shall mean the act of placing human cremated remains in a designated area with the permission of the Cemetery and in keeping with the Cemetery’s By-Laws.

“Scattering Grounds or Gardens” A designated area within a licensed Cemetery that is approved for the purpose of Scattering human remains, by the Cemeteries Regulations Unit.

“Scattering Rights Holder” Any person designated to hold the right to Scatter human cremated remains in a properly designated area in the Cemetery.

“Transferee” The person or persons accepting a resale or transfer of Interment or Scattering Rights.

“Trustee” or “Trustees” shall mean the members of the Cemetery Board.

B. GENERAL INFORMATION

Visitation Hours: Seasonally between dawn and dusk

Office Hours: Tuesday and Thursday – 10am to 4pm

Burial Hours: Monday through Saturday from 10am to 5pm

General Conduct:

The Cemetery reserves full control over the cemetery operations and management of the 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 and respectful manner that shall not disturb any service in progress.

Flowers and Memorial Wreathes:

Artificial flower arrangements may be placed on top of upright monuments and memorial wreathes may be placed on a lot to commemorate special occasions. No flowers, wreaths, or other decorations are permitted on or around a Columbarium or Scattering Ground or Garden without approval from the Cemetery Client Representative.

Staking Fees:

A Staking Fee as set out in the current Cemetery Price List will be charged for any burial and for Memorial or Monument Structure installation.

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 must be:

- 1) published once in a newspaper with general circulation in the locality in which the Cemetery is located;
- 2) conspicuously posted on a sign at the entrance of the Cemetery; and
- 3) delivered to each supplier of markers and monuments who has delivered a marker or monument to the Cemetery during the previous year, if the By-Law or By-Law amendment pertains to markers or monuments 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.

Liability:

The Cemetery 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, columbarium, niche, scattering ground or garden, monument, marker, or other article that has been placed in relation to an interment or scattering right save and except for direct loss or damaged caused by gross negligence of the Cemetery.

Public Register:

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

Pets or Other Animals:

Pets or other lower animals, including cremated animal remains, are not allowed to be buried on the 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 part of the Cemetery, subject to approval of the appropriate authorities.

Notice of Resale and Transfer of Interment or Scattering Rights:

The Cemetery operator permits the Interment or Scattering Rights Holder to resell or transfer their Interment Rights to a third party, at no more than the current price listed on the Cemetery Price List at the time of resale or transfer, as long as the resale or transfer is conducted through the Cemetery and the purchaser or Transferee meets the qualifications and requirements as outlined in the Cemetery By-Laws.

The Cemetery 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 or more of the Interment Rights in the plot has (have) been exercised.

The Cemetery prohibits the resale of Scattering Rights to a third party and is not required to repurchase unused Scattering Rights in a Scattering Ground or Garden if other Scattering Rights in the same Scattering Ground or Garden have been exercised.

C. BY-LAWS FOR THE CANCELATION OR RESALE OF INTERMENT AND SCATTERING RIGHTS

Purchasers of interment or scattering rights acquire only the right to direct the burial of human remains and the scattering of cremated human remains, and the installation of monuments, markers and inscriptions, subject to the conditions set out in the Cemetery By-Laws. In accordance with Cemetery By-Laws, no burial, entombment, scattering, 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 Cemetery of their intention prior to seeking a third party buyer for their interment rights.

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

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

Cancellation of Interment or Scattering Rights after the 30 Day Cooling-Off Period:

- Upon receiving written notice from the purchaser of the interment or scattering rights, the Cemetery will cancel the contract and issue a refund to the purchaser for the amount paid for the interment or scattering 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 Cemetery along with the written notice of cancellation.

- If any portion of the interment or scattering rights has been exercised, the purchaser, or the interment rights holder(s) are not entitled to cancel the contract or re-sell the interment or scattering rights.

Resale of Interment or Scattering Rights after 30 Day Cooling-Off Period:

- Unless the interment or scattering rights have been exercised the purchaser retains the right to cancel the contract or re-sell the interment or scattering rights. Once payment for the interment or scattering rights has been made in full, and an interment rights certificate has been issued, the interment or scattering rights holder(s), as recorded on the cemetery records, has right to re-sell the interment rights. Any resale of the interment right shall be in accordance with the requirements of the cemetery by-laws and in keeping with the FBCSA.
- If any portion of the interment or scattering rights has been exercised, the purchaser, or the interment rights holder(s) are not entitled to re-sell the interment or scattering rights.

Care and Maintenance Fund Contributions:

- As required by sections 166 and 168 of Regulation 30/11, a percentage of the purchase price of all interment rights, scattering rights and a prescribed amount of \$25.00 where there was no scattering rights sold, and a prescribed amount for monuments and markers is contributed into the care and maintenance fund. Income from this fund is used to provide only general care and maintenance of the cemetery. Contributions to the care and maintenance fund are not refundable except when interment or scattering rights are cancelled within the 30 day cooling off period.

Requirements of resale of interment rights or scattering rights to a third party:

Note: All resales of interment or scattering rights must be carried out through the Cemetery Client Representative.

- The interment or scattering rights holder(s) intending to sell their rights shall provide the following documents to the Cemetery so that the operator can confirm the ownership of the rights and provide the third party purchaser with the required certificate etc.:
 - an interment or scattering rights certificate endorsed by the current rights holder 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
 - if the resale involves scattering rights, a written statement of the number of scatterings rights
 - any other documentation in the interment or scattering rights holder(s) possession relating to the rights
- The third party purchaser will be provided with the following documents by the Cemetery:
 - an interment or scattering rights certificate endorsed by the current rights holder
 - a copy of the cemetery's current by-laws
 - a copy of the cemetery's current price list 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
 - if the resale involves scattering rights, a written statement of the number of scattering rights available
 - any other documentation in the interment rights holder(s) possession relating to the rights
- The Cemetery will require:
 - a statement signed by the rights Holder(s) selling the interment or scattering rights acknowledging the sale of the interment rights to the third party purchaser
 - confirmation that the person selling the interment or scattering rights is the person registered on the Cemetery records and that they have the right to re-sell the interment or scattering rights
 - record the date of transfer of the interment or scattering rights to the third party;

- the name and address of the third party purchaser(s)
- a statement of any money owing to the Cemetery in respect to the Interment or Scattering Rights.
- Once the endorsed certificate and all required information has been received by the Cemetery from the rights holder(s), the Cemetery will issue a new interment or scattering rights certificate to the third party purchaser.
- Upon completion of the above listed procedures, and upon the issuance of the new interment or scattering rights certificate, the third party purchaser or transferee(s) shall be considered the current interment or scattering rights holder(s) of the interment or scattering rights, and the resale or transfer of the interment or scattering rights shall be considered final in accordance with the cemetery by-laws and the FBCSA.
- The Cemetery may charge an administration fee for the issuance of a duplicate certificate in accordance with the price listed on the Cemetery current price list.

D. BY-LAWS PERTAINING BURIAL OF CASKET REMAINS AND BURIAL, SCATTERING OR INURNMENT OF CREMATED REMAINS

- Interment or scattering rights holder(s) must provide written authorization prior to a burial, scattering, or an entombment taking place. Should the interment or scattering rights holder be deceased, authorization must be provided in writing by the person authorized to act on behalf of the interment rights holder 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 Client Representative prior to a burial, scattering or entombment taking place. A Certificate of Cremation must be submitted to the Cemetery Client Representative prior to the burial of cremated remains or scattering of cremated remains taking place.
- In accordance with the FBCSA the purchaser of interment or scattering rights must enter into a Contract, providing such information as may be required by the Cemetery for the completion of the Contract and the public register prior to each burial or entombment of human remains, or each scattering of cremated human remains.
- Payment must be made to the Cemetery before a burial can take place.
- The Cemetery shall be given a minimum of 24 business hours of notice for each burial of human remains or scattering of cremated human remains.
- The opening and closing of graves, crypts and niches or the scattering of cremated remains may only be conducted by Cemetery staff or those designated to do work on behalf of the Cemetery.
- Cremated remains may be scattered within a designated area of the Cemetery.
- Cremated remains are not permitted to be scattered on a grave.
- A Scattering Rights Contract must be completed and the payment of the Scattering fee must be received before the Scattering of cremated human remains can take place.
- Once scattered cremated remains cannot be retrieved.
- 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 and the prior notification of the

medical officer of health. A certificate from the local medical officer of health must be received at the Cemetery office before the removal of casketed human remains may take place. A certificate from the local medical officer of health is not required for the removal of cremated remains.

- 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 ground interment of cremated remains is allowed in a regular grave site provided there is written permission from the Interment Rights holder(s) and all rights to interment have been paid in full.
- The Cemetery allows for two full casket burials or one full casket burial plus a maximum of two cremation interments in a Lot. Alternatively, four cremated remains may be interred in a Lot.
- The location of the cremation interments above a casket burial will be at the discretion of the Cemetery.
- Interment Rights in a Cremation Lot may contain two urns by pre-arrangement.
- Double depth burials are allowed in the Cemetery. The request for a double depth burial must be clearly stated on the Contract. Double depth burial requires additional cost as set out in the Price List.

NOTE: For Interment Rights purchased prior to 2010:

- All Interment Rights purchased prior to 2010 for casket burial Lots, shall be deemed as casket burials only. Casket burial Lots may acquire the additional cremation Interment Rights for a fee as set out in the Cemetery's Price List.

E. BY-LAWS PERTAINING TO MEMORIALIZATION

- No memorial or other structure shall be erected or permitted on a lot until all charges have been paid in full.
- No monument, footstone, marker or memorial 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 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.
- The Cemetery 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 built by, or contracted to be built for, the Cemetery at the expense of the Interment Rights holder.
- Should any monument or marker present a risk to public safety because it has become unstable, the Cemetery shall do whatever it deems necessary by way of repairing, resetting, or laying down the monument or marker or any other remedy so as to remove the risk.

- The Cemetery 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.
- In keeping with the Cemetery By-Laws only one monument shall be erected within the designated space on any lot.
- 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).
- 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. Cemetery staff must be present at the time of Monument, Marker, and Footstone installation by a qualified Monument Company.
- Markers and footstones of bronze or granite are permitted with size and quantity restrictions according to Cemetery By-Laws and the placement of such memorials shall not interfere with future interments.
- One Monument may be erected for each Plot.
- Single Width Graves allow for the following Markers:
 - Single Marker for casket burial of 30"x14" maximum
 - Four Markers maximum for cremation interments only each 10"x12" maximum
- Full width burial Plot (two side-by-side casket burials) allow for Monuments to a maximum of 36" wide including the base.
- Triple width burial Plots (or greater) allow for Monuments to a maximum of 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
- Footstones must have a flat level surface and be 10"x4" maximum and be set flush with the ground and may be placed at a Grave in addition to a Memorial Structure.

- No inscription or design shall be placed on any Marker or Monument, which is not consistent with the dignity and decorum of the heritage Cemetery. Written pre-approval is required by the Cemetery Client Representative prior to purchase and installation. Unapproved Markers and Monuments may be removed by the Cemetery without notice and at the Interment Right holder's expense. No reasonable design will be prohibited.

F. BY-LAWS PERTAINING TO CARE AND PLANTING

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

- Re-levelling and sodding or seeding of Lots or scattering grounds
 - Maintenance of cemetery roads, sewers and water systems
 - Maintenance of perimeter walls and fences
 - Maintenance of cemetery landscaping
 - Maintenance of mausoleum and columbarium
 - 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.
 - Flowers placed on a grave for a funeral shall be removed by the cemetery staff after one week to protect the sod and maintain the tidy appearance of the Cemetery.

G. BY-LAWS OUTLINING ITEMS THAT ARE PROHIBITED AND PERMITTED

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 are not in keeping with the respect and dignity of the Cemetery. Prohibited articles will be removed and disposed of without notification.

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.

Glass or ceramic containers and candles are prohibited in the Cemetery.

Digging and plantings of any kind are prohibited in the Cemetery unless performed by Cemetery staff or their agents.

The Cemetery is not responsible for the loss, theft, or damage of any portable article left in the Cemetery.

Winter wreaths may be placed at grave sites between December 1 and March 31.

Remembrance Day wreaths may be placed at grave sites each year between November 4 and 18.

H. CONTRACTOR/MONUMENT DEALER BYLAWS

Any contract work to be performed within the Cemetery requires the written pre-approval of the Interment

Rights holder and the Cemetery before the work may be undertaken. 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, and the location of the work to be performed. It is the responsibility of all contractors to report to the Cemetery office and provide the necessary approvals before commencing work at any location on the cemetery property. Unless otherwise indicated in writing from the Cemetery Sexton, the appropriate member of the Cemetery staff must be present at the time the work is performed in the Cemetery.

Prior to the start of any said work, contractors must provide proof of:

- WSIB coverage
- Occupational Health and Safety compliance standards
- Environmental Protection
- WHMIS
- Evidence of liability insurance of not less than \$2 million

All Cemetery By-Laws apply to all contractors and all work carried out by contractors within the Cemetery grounds.

Contractors, monument dealers and suppliers shall not enter the Cemetery in the evening, on weekends or on statutory holidays, unless approval has been granted by the Cemetery.

No work will be performed at the Cemetery except during the regular business hours of the Cemetery.

Contractors shall temporarily cease all operations if they are working within 100 metres of a funeral or funeral procession, until the conclusion of the service. The Cemetery reserves the right to temporarily cease contractor operations at their sole discretion if the noise of the work being performed by the contractor is deemed to be a disturbance to any funeral or public gathering within the Cemetery.

Contractors, monument dealers and suppliers shall lay wooden planks on the burial lots and paths over which heavy materials are to be moved in order to protect the surface from damage.

I. COLUMBARIUM BY-LAWS

- Payment must be made to the Cemetery before an interment may take place
- Inurnment Rights holder(s) must recognize the space limitations of a Columbarium Niche. The Niche is 12"x12"x12".
- Each niche allows for two urns provided that both urns combined fit the Niche as stated above.
- The plate styles allowable are available upon request of the Cemetery Client Representative. The Rights Holder(s) must authorize the plate detail before the plate is engraved to ensure accuracy.
- Resale of Columbarium Niches are not allowed once the plate(s) has(have) been engraved.
- After the 30 day cooling off period, refunds for unengraved Niches will be made less the Care and Maintenance Fund contribution as identified in the By-Laws.

NOTE: Only duly qualified Cemetery staff are allowed to open and close a Columbarium Niche. There is a fee for opening and closing a Niche. Fees are available on the current Price List.