ST. JOHN’S CHURCHYARD

272 Wilson St. East

Ancaster, On L9G 2B9

CHURCHYARD BY-LAWS

31 January 2023

License no. 3275176 site no 01257

**INTERMENTS**

1. St. John's Churchyard was created to serve the parish of Ancaster. A person who is not a worshiping member of St. John’s may purchase interment rights with the consent of the Rector and Churchyard Committee.

2. No interment shall be made without the consent of the Rector or their designated representative. The Rector of St. John’s Church, or his/her designate shall officiate at all burials.

3. No person other than one employed by the Churchyard Committee may dig or open any grave.

4. No disinterment of full burial shall be made without prior notification to the local officer of health and the rights owner (or legal represen­tative), except on an order from the Court. or as provided for in the Regulations under the Cemeteries Act ; Funeral, Burial, Cremation Services Act, 2002 (FBCSA) or the regulations under the Public Health Act.

5. Notice of each interment shall be given to the Rector or representative and the Churchyard Committee at least forty-eight hours before an interment. For a full burials or winter interment, longer notice is appropriate and appreciated.

6. Interment required on Saturdays, Sundays, holidays, or after 4:00 PM other days will incur additional charges, as stated in the tariff of rates.

7. The following documents are required for:

a) Full Burial: burial permit

b) Cremated Remains: certificate of cremation

c) Disinterment of full burial:

(1) Written consent of the interment rights holder or legal representative.

(2) Consent of Medical Officer of Health. **or**

(3) An order of a competent judicial body as outlined in FBCSA 2002; proclaimed 2012/07/01

**SALE OF INTERMENT RIGHTS**

8. A Churchyard representative shall be in charge of sale of interment rights. Trust funds will be set aside in the Care and Maintenance fund. These funds are invested with a Trustee; as mandated in the FBCSA.

9 A full lot is for the burial of one body and, later, one urn of cremated remains, if requested by the rights owner’s estate

or up to two urns of cremated remains.

Additional urns of cremated remains may be buried for additional charges as set out in the tariff of rates.

10. The Memorial Gardens for the burial of cremated remains is composed of two types of gardens: singles-gardens for single inter­ments, and pairs-gardens for dual interments. In the singles gardens lots will be sold, in single lots, with one marker permitted per lot.

In the pairs gardens lots will be sold in blocks of two side by side lots. Only one marker is permitted for each two lots. (For more information about memorial Gardens, see item 26)

11. Terms of payment for lots shall be cash at time of purchase. The Rector or representative may, on compassionate grounds, arrange for the provision of a lot and burial costs at less than published rates.

12. Payment for sale of interment rights, digging graves, or any work connected with the Churchyard, is payable to “St. John’s Churchyard” at a rate set forth in the tariff of rates.

13. Each purchaser of interment rights shall be entitled to an interment rights certificate. The purchaser acquires the right of interment. The land remains the property of the Churchyard.

14. The purchaser may cancel an interment rights contract within thirty days, by providing written notice of the cancellation to the Churchyard Committee. All funds paid will be refunded within thirty days

**TRANFERS OR THIRD PARTY SALES**

15. St. John’s Churchyard will normally buy back any unused lots at the original purchase price, less all funds invested in the Care and Maintenance trust fund, upon a written request from the original owner or their estate. This offer is for lots purchased directly from St. John’s Anglican Churchyard only. For any request for refund the current rights holder will be informed as to the current price of these lots and be encouraged to sell them to a third party upon the approval of the Churchyard Committee.

16. The interment rights holder may sell or transfer the interment rights to a third party at no more than the current price listed on St. John’s Anglican Churchyard tariff of rates. The sale or transfer must be conducted through the churchyard committee and the purchaser must meet the qualifications and requirements as outlined in these bylaws and pay an administration fee as posted in the tariff rates of the churchyard.

17. In the case of a sale or transfer:

(a) The current rights holder shall return the original certificate of interment rights to the churchyard, endorsed as to indicate the sale or transfer.

(b) He/ she must also provide a statement as to the name, address and birth date of the proposed purchaser or transferor.

(c) After receipt of the third party’s name & address, the churchyard will issue a copy of the current by-laws and a copy of the tariff of rates to them.

(d) The third party shall confirm receipt of and acceptance of these by-laws.

(e) When the churchyard has received all documents and information in good order they will issue a new interment rights certificate to the new owner

18. The third party sale of the interment rights shall be negotiated by the seller, as to the price of the sale and the collection of the funds. (Seller cannot sell for more than the current listed price0

19. Where a transfer of interment rights is made by heirs or a representative of a deceased rights holder, proof by sworn declaration or otherwise, to the satisfaction of the churchyard representative will be required, before a transfer is made.

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**MARKERS**

All permanent memorial structures such as monuments, headstones, flat markers, etc. will be referred to as “markers” in these by-laws.

20. The following documents are required by the churchyard for approval before a marker is made:

(a) A description of configuration (i.e. length, width, height), as well as the material proposed.

(b) If dowels are proposed state; size, material and number. Dowels shall be made of stainless steel or better material. The number and size must meet the long term strength requirements of the marker.

(c) A copy of the proposed inscription.

21. No marker may be erected, inscribed or later modified without the consent of the Churchyard representative.

22. Markers are the responsibility of the interment rights holder or their designate who orders the same from the monument dealer. A tariff for deposit with St. John's Churchyard Care and Maintenance fund will be collected for each marker as specified in FBCSA and indicated in the tariff of rates

23. The Churchyard Committee reserves the right to limit the size and shape of any marker.

24. All markers must be made of per­manent durable quality materi­al to the satisfaction of the Churchyard Committee.

25. No marker may be installed unless the lot has been properly measured and marked by the Churchyard representative.

26. Only flat markers are permitted in the Memorial Gardens section. The size is restricted due to space limitations. One marker, 45.7 cm long by 30.5 cm wide (18 inches long by 12 inches wide), is per­mitted in the pairs Gar­dens, for every two lots. This marker will be offset 7.6 cm (3 inches) from the center-line of the two lots, to allow for the ad­dition of a second urn of cremated remains, after the marker has been placed.

In the singles Gardens, one marker, 30.5 cm long by 25.4 cm wide (12 inches long by 10 inches wide), is per­mitted per lot.

The top of flat markers, in the Memorial Gardens, must not project above the level of the ground; so as not to interfere with the cutting of grass.

The edges of the markers in the Memorial Gardens must be smooth as to not interfere with edging the gardens.

27. Foundations for markers shall be installed by a person employed by the Churchyard Committee. (At the expense of the marker owner)

28. Erect markers shall be set upon an adequate concrete base with a founda­tion no less than the size of the base. The depth of the foundation shall be no less then 1.23 m (4 feet) below grade. Any erect marker must be able to withstand a minimum of 45 kg (100 lbs) of force applied at any point on the marker without movement.

**GARDENS**

29. All gardens must have an edging that will not interfere with the cutting of the grass. The top of the edging must be at sod level.

30. All flowers must be planted at ground level. No mounds are allowed on any lot.

31. Trees or shrubs may not be planted without the express permis­sion of the Churchyard Committee.

32. If any plant, tree or shrub becomes detrimental to adjacent lots or to the Churchyard, The Churchyard Representative may take remedial action, up to and including removal.

33. The Churchyard Committee shall not be responsible for loss of or damage to any portable article left upon any lot.

34. All wilted flowers, all wreaths and other items or mementos shall be removed as soon as they become unsightly. Artifi­cial wreaths, which may not be placed on graves before Nov. 1, must be removed by April 1 of each year otherwise The Churchyard Representative may remove them.

**LIABILITY**

35. St John’s Churchyard operator will not be held liable for any loss or damage, without limitation (including damage by the elements, extreme weather events, trees, or vandals) to any lot or marker or any article that has been placed in the cemetery, with the exception of direct loss or damage caused by the gross negligence of the cemetery.

**GENERAL ADMINISTRATION**

36. The Churchyard Committee shall consist of members appointed by St. John’s Corporation on an annual basis. The Rector and Churchwar­dens shall be ex-officio members.

37. The Churchyard Committee shall elect a Chair from one of its own members.

38. The Chair shall appoint a Churchyard Representative for various functions as required from time to time.

39. A quorum for the transaction of business shall consist of five members.

40. Subject to the provisions of the FBCSA and Regulations there under, the Chur­chyard Committee shall be fully responsible to the Rector and Church­wardens for the operations of the Churchyard.

41. In addition to the Register of Burials maintained by the Rector, the following records will be kept by a Churchyard Representative.

(a). A computer data file listing each inter­ment rights owner, with the following data: name and address of rights owner, location of lot, date of purchase, amount paid, amount set aside in the Care and Maintenance fund, name of person interred and date of interment.

(b). A general plan of the Churchyard showing each lot by section or garden, row and lot number.

42. These by-laws are in compliance with the Funeral Burial & Cremation Services Act, 2002 and Ontario Regulation 30/11. They may be amended periodically.

January 31 2023