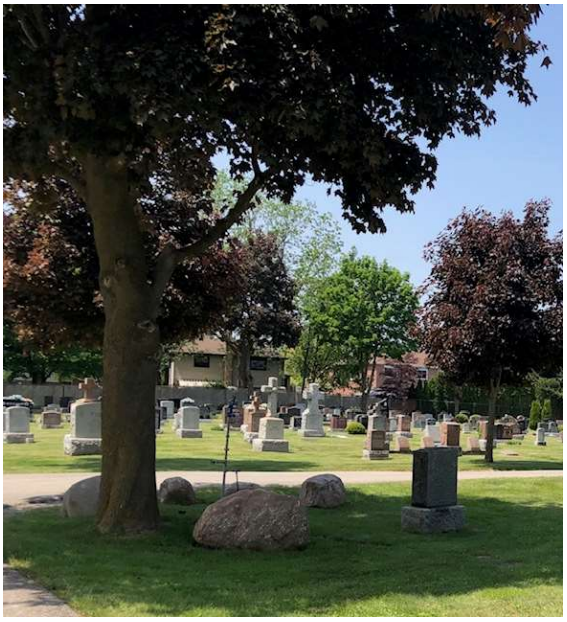
St. John Catholic Cemetery

Newmarket, Ontario





Bylaws

Updated:
March 20, 2024

Cemetery Location:
250 Old Main Street North
Newmarket, Ontario

Cemetery Office:
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Newmarket, Ontario
L3Y 2K4

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PREAMBLE

Ever since the Sacred Body of our Crucified Saviour was reverently laid in the tomb, there to await the hour of its glorious Resurrection, the Church has been most solicitous to surround the burial of those who hope to rise with Christ in an atmosphere of deep Christian faith and profound reverence.

In the Funeral Mass and Burial Prayers, the Church gives voice to the belief in the Christian doctrines of the Resurrection of the body, the Communion of Saints, and Life Everlasting. As a further seal and symbol of that Faith, the Church sets apart and solemnly blesses the place in which the remains of the faithful departed await the day of Resurrection.

In the very earliest days, the Church found it necessary to make Bylaws which would protect the sacred places and relics laid therein. The Church could, and would, not allow anything within the holy precincts which would desecrate them, lessen their beauty, or bring dishonour to the dead.

To ensure the sacred character of St. John Catholic Cemetery, Newmarket, Ontario, in accord with the mind and traditional practices of the Church, and to establish and maintain good order, the following Bylaws are in effect.

St. John Catholic Cemetery is operated solely for the benefit of the Catholic community in association with, and under the patronage of, St. John Chrysostom Parish, Newmarket, Ontario. As well, the Cemetery serves the Catholic communities of St. Elizabeth Seton Parish, Newmarket, Ontario, and Our Lady of Grace Parish, Aurora, Ontario.

For the protection and benefit of Interment Rights Holders, St. John Catholic Cemetery hereby adopts the following Bylaws. All Interment Rights Holders and persons within the Cemetery, and all lots, shall be subject to the said Bylaws and such amendments or alterations thereof or additions thereto as shall be adopted by St. John Cemetery from time to time. Reference to these Bylaws in the document granting the right of interment shall have the same force and effect as if set forth in full therein.

FORWARD

The word Cemetery recalls our faith in Christ and reveals His promises. The meaning of the word is "the sleeping place". Hence, Catholics revere the Cemetery and are particularly solicitous that it be well kept and protected from desecration.

At the time of the solemn blessing of the graves in St. Mary's Cemetery, Minneapolis, Archbishop Ireland expressed the Catholic viewpoint when he said:

Next to the Church, the tabernacle of the living God, is the Cemetery, the earthly home of the departed – God's Acre, as Catholic piety was once used to call it; it is the most sacred of places. There, God is vividly present, in the nothingness of time, in the awful reality of eternity.

The lesson is striking: time and the things of time are passing shadows; only eternity and the things of eternity have value. There, our relatives and friends are at sleep, awaiting the morning of resurrection, their memories, meanwhile, thrilling us with hope of God's love, if we are faithful to his laws, and with dread of His judgements, if we dare betray Him. There, too, we are put into sweet communion with the loved ones who have gone away, bidden there as we are in manner most effective to offer prayer and supplication for them, and bidden, too, to invoke in our favour their intercession before the throne of Grace.

Nowhere, outside the Church, are we put into such close converse with God and the other world, as we are in the Cemetery. Oft should we go thither to recreate in ourselves the thoughts of God and of eternity, to pay the tribute of love, and reverence to the dead whom we mourn, and to pray for the eternal repose of their souls.

And because the sacredness of the cemetery and of the blessed memories it invokes, we should be anxious to bestow upon it the care of love and see that the graves holding the mortal remains of our loved ones bespeak our enduring remembrance of them.

Why should we forget our loved ones once the graves are opened to receive them? Why not often kneel where they lie, speak with them as of old, harken to their counsels, offer in their behalf our tribute of prayer?

1 PURPOSE OF CEMETERY

The Cemetery is intended for the interment of Catholics who are entitled to Christian burial according to the rules and disciplines of the Church. No Interment Rights Holder or other person shall have any right beyond those granted or conferred by these Bylaws. Interment of non-Catholic members of a Catholic family will be permitted under certain conditions, as the Church does not wish to separate in death those who were united in life. Such interments may be subject in each instance to specific permission for the Archbishop Ordinary of the Archdiocese.

2 DEFINITIONS

In these Bylaws, the following words and phrases shall have the meanings set forth opposite each of them respectively.

Act – The Funeral, Burial, and Cremation Services Act (2002), regulations established by the Bereavement Authority of Ontario, and other associated regulations.

Burial Permit – a permit issued by the Division Register.

Bylaws – the rules and regulations that govern the operation of the cemetery, made pursuant to the Act, and separate and distinct from the Owners' Corporate Bylaws.

Care and Maintenance- the preservation, improvement, and upkeep in a proper manner of a cemetery, lot, mausoleum, columbarium, or any particular part thereof.

Care and Maintenance Fund – a trust fund established by the Owner from funds received from the sale of interment rights, markers, or marker installations for the purpose of providing money for the Care and Maintenance of the Cemetery and markers (formerly called the Perpetual Care Fund).

Care and Maintenance of Markers – the maintenance of all markers to ensure the safety of the public.

Casket – a container for human remains.

Cemetery – all lands owned by St. John Cemetery to provide for the burial of human remains and shall extend to and include all property and mausoleum for interments and entombments.

Church – the Roman Catholic Church under the direction of the Archbishop Ordinary of the Archdiocese of Toronto in communion with the See of Rome. More specifically, St. John Cemetery is affiliated with St. John Chrysostom Catholic Church, Newmarket, Ontario.

Columbarium – an above ground structure designed for the burial of cremated human remains.

Crypt – a space prepared for the entombment of human remains in a mausoleum.

Double Depth – a burial below ground level which allows a second burial to be made above it. The burial at the lower level must precede the burial at the upper level.

Entombment – a burial of human remains above ground in a crypt or niche.

Extra Depth – see "Double Depth" above.

Flat Marker – a marker made of granite or bronze set flush with the ground.

Funeral Director – a person licensed as a Funeral Director under the Act.

Grave / Lot / Plot – a space of ground in a cemetery used or intended to be used for the burial of human remains.

Inscription Rights – the right to inscribe.

Interment – an in-ground burial of human remains.

Interment Rights – includes the right to require or direct the interment of human remains in a plot or niche.

Interment Rights Holder – a person with interment rights with respect to a grave, lot, crypt, or niche.

Marker – any monument, tombstone, plaque, headstone, cornerstone, or other structure or ornament affixed to or intended to be affixed to a burial lot, mausoleum, crypt, columbarium, niche, or other structure or place intended for the burial of human remains.

Mausoleum – an above ground structure designed for entombments.

Monument – a granite structure projecting above the ground, including a base of granite.

Niche – a compartment within a columbarium designed for the burial of cremated human remains.

Owner – St. John Cemetery and its duly appointed agents and employees.

Personal Representative – a personal representative of a deceased Interment Rights Holder shall be duly qualified Executor or Administrator of the Estate of the deceased Interment Rights Holder or, in the absolute discretion of the Owner, where circumstances dictate, the next-of-kin of the deceased Interment Rights Holder.

Plot (or Lot) – a space for interment of one or more human remains.

Pre-need – interment rights purchased in advance of need.

Shared Monument Plot – a two grave lot with a monument installed by the Owner between the two lots.

Urn – any container used to hold cremated human remains.

3 GENERAL

(a) These Bylaws have been adopted by St. John Catholic Cemetery Board, and are intended for the benefit and protection of the Interment Rights Holder, the Cemetery, and the Owner, its officers and employees.
(b) In addition to the Bylaws, from time to time in force in regard to the Cemetery, all Provincial, Municipal, or other local regulations shall be observed.
(c) The Owner may, without notice, make temporary exceptions, suspensions, or modifications in any of the Bylaws when the same appears to be advisable; such temporary exceptions, suspensions, or modifications shall in no way be considered as affecting the general application of such Bylaws. Any such exception, suspension, or modification shall be made in writing and no employee of the Owner shall have any right to make any oral exception, suspension, or modification in any of the Bylaws.
(d) These Bylaws may be at any time changed, amended, altered, appealed, rescinded, or added to, upon the approval by the Owner and the Registrar.
(e) For the purposes of these Bylaws, inches can be converted to centimetres by multiplying by 2.54.

3.1 Care and Maintenance Fund

The Owners shall deposit into the Care and Maintenance Fund the following amounts as prescribed in the Act:

(a) Interment Rights

For in-ground graves larger than 2.23 square metres or 24 square feet, the greater of 40% of the purchase price or $250.00.
For in-ground graves smaller that 2.23 square metres or 24 square feet, the greater of 40% of the purchase price or $150.00.

(b) Marker Installation

Flat marker over 173 square inches, $50.00.
Upright monument up to 4 feet in height or width, $100.00.
Upright monument over 4 feet in height or width, $200.00.

3.2 Care and Maintenance of Lots

The Cemetery is maintained under the Care and Maintenance Fund and all interment rights sold are covered by the fund. A portion (as set out in paragraph 3(i) of these Bylaws)of all monies received from the sale of interment rights and markers is invested and the income derived therefrom is available for maintenance. Catholic Cemeteries of the Archdiocese of Toronto and the Bereavement Authority of Ontario regulate and administer the Care and Maintenance Fund. The above-mentioned Care is to be understood as the care and maintenance of lots and niches necessitated by natural growth and ordinary wear, and include cleaning, planting, cutting, etc., and care of lawns, trees, shrubs, cleaning and maintenance of roadways, walks, and buildings provided there are sufficient funds for that purpose.

The term “Care” in no case means the replacement of any memorial placed or erected upon any lot; nor the planting of flowers or work in the Cemetery, including work caused by impoverishment of soil or disruption od water supply facilities; nor does it mean the reconstruction of any marker, granite, bronze, or concrete work in the Cemetery, injured or damaged by any cause, direct or indirect, beyond the Owner’s reasonable control.

3.3 Care and Maintenance of Markers

While the Owner is obliged to maintain all markers to ensure the safety of the public and to preserve the dignity of the Cemetery, the Owner shall not be liable for any reasonable wear and tear.

3.4 Special Care

Special Care shall include only those specific services set forth in Special Care Agreements with the Interment Rights Holders, provided said services are not inconsistent with the purpose for which the Cemetery was established or is being maintained.

3.5 Grading and Improvements

(a) All grading and landscape work and improvements of any kind shall be completed by the Owner. Location of any shrubs must have the Owner’s written approval prior to planting.

(b) Any alteration of lots in the Cemetery shall be under the direction and with prior written approval of the Owner. If made without the written consent of the Owner, the Owner may remove such unapproved alterations at the expense of the Interment Rights Holder.

(c) The Owner reserves the right to remove and/or prune any treesor shrubs situated on any plot that by means of their roots, branches, or in any other way are detrimental to adjacent plots, drains, roadways, walks, and monument foundations or prejudicial to the general appearance of the grounds or inconvenient to the public or to gain access to their plot or an adjacent plot for purposes satisfactory to the Owner.

3.6 Flowers

(a) Glass or other breakable containers are not permitted.
(b) Liability for vases, flowers, or wreaths placed on any plot shall not be the responsibility of the Owner.
(c) Wreaths, wreath stands, and artificial flowers are permitted on all graves from November 1 through April 30 of the following year.
(d) Vases, flowers, or wreaths which have become detrimental to the appearance of the Cemetery or the safety of the public may be removed by the owner.

(e) Flower beds are restricted to annuals only and are limited to the area formed by the width of the plot(s) and 18 inches in front of the monument foundation, except in Section G as noted in paragraph (f) below.
(f) Flower beds are not permitted in Section G. This is to permit the grass mowers to pass between the monument pads.
(g) Vases, lights, pictures, or other attachments are not permitted on the face of the columbarium niches. No flowers, plants, shrubs, herbage, or articles of any kind are to be placed on or near the columbarium except by, or with the permission of, the Owner.

3.7 Employees

(a) The Owner's employees are not permitted to do any work for Interment Rights Holders except under order of the Owner.

(b) No Cemetery employee shall receive any fee, gratuity, or commission directly or indirectly except from the Owner.

(c) The Owner shall have the right to maintain security guards if in its discretion it deems it necessary but is under no legal obligation to do so.

(d) All inquiries must be made at the Cemetery Office and not with grounds staff.

3.8 Administration

(a) All accounts will be administered by the Owner.

(b) A voluntary Board consisting of not more than 12 will be appointed by the Pastor. The Board will not include any paid employee.

(c) The Term of Office will be at the discretion of the Pastor.

(d) Meetings will be held quarterly, or as called by the Pastor.

(e) The Annual Meeting will be held in January or at such other time as scheduled by the Board with the approval of the Pastor.

4 USE OF CEMETERY

(a) All visitors within the Cemetery shall use only the avenues, roads, and walks unless it shall be necessary to walk on the grass to gain access to the Interment Rights Holder's own plot.
(b) Only the Interment Rights Holders and their relatives or friends shall be permitted on the Cemetery lot. Any other person thereon shall be considered a trespasser and the owner shall owe no duty to said trespasser to keep the property, or memorial therein, is a reasonably safe condition.
(c) Idling, loafing, loitering, or any boisterous demonstration within the cemetery or any of its buildings is prohibited.
(d) Picnicking or partaking of any refreshment by visitors within the Cemetery is prohibited.
(e) Children under the age of fifteen are not permitted within the Cemetery unless accompanied by an adult.
(f) Animals are NOT permitted in the Cemetery except working guide animals.
(g) Lawns shall not be disturbed for any purpose except under the supervision of the Owner.
(h) Throwing of rubbish on roads, driveways, paths, walks, or any part of the grounds or in any buildings is prohibited. Receptacles for waste material are located at convenient places.
(i) No one shall remove any flowers or break any branches, or remove, injure, or cut any trees, shrubs, or plants without specific permission of the Owner.
(j) No one shall be permitted to sell flowers, plants, or any other article or item, or to solicit the sale of any commodity whatsoever within the Cemetery unless authorized by the Owner and under its direct supervision.
(k) No signs, notices, or advertising of any kind shall be allowed within the Cemetery except those placed by the Owner.
(l) No assemblages shall take place in the Cemetery except with the written permission of the Owner.
(m) Entry into the Cemetery shall be permitted only during such hours as posted by the Owner.
(n) The right is reserved ro regulate the method of decoration of lots so that uniform beauty may be maintained. For example, the use of boxes, shells, toys, ornaments, glass, or crockery jars and containers, wood or metal cases, etc. shall not be permitted on any lot, and such articles if so placed shall be removed by the Owner. All flower vases must be installed with the approval and under the direction of the Owner.
(o) Automobiles, funeral coaches, and trucks must be kept under control at all times and at no time shall such vehicles drive through the gates or within the Cemetery at a speed in excess of 30 kilometres per hour. Automobiles are not allowed to park or to come to a full stop in front of an open grave unless such automobiles are in attendance at the funeral which is proceeding to the said open grave. It is prohibited to park or leave any motor vehicle on any road or driveway within the Cemetery at such location or in such position as to prevent any other vehicle from passing, and if so parked or left the Owner may remove the said vehicle.

(p) The Owner reserves the right to prohibit or restrict the use within the Cemetery of
(q) bicycles, scooters, rollerblades, skateboards, or any similar or other type of wheeled conveyance and to post in the Cemetery such signs as it may from time to time be deemed appropriate advising such prohibition.

5. INSTRUCTIONS TO INTERMENT RIGHTS HOLDERS

(a) Purchasers of Interment Rights acquire only the right to direct burial or entombment of human remains, and the installation of monuments, markers, and inscriptions, subject to the conditions set out in the Cemetery Bylaws. The purchase of Interment Rights is not a purchase of Real Estate or real property. Subject to the requirements of the Act, the Owner reserves the right to specify the terms of purchase of all interment rights, supplies, and services.
(b) Interment Rights may be purchased on an installment pan in advance of need in rare circumstances and only with the written approval of the Owner.
(c) No burials, entombments, or installation of monuments, markers, or inscriptions shall be permitted, and no other services or supplies will be furnished until all payments due to the Owner have been made.
(d) An Interment Rights Certificate (Deed) will be issued to the Interment Rights Holder(s) when payment has been made in full.
(e) The purchaser has the right to cancel an Interment Rights contract subject to the conditions outlined below, provided that no portion of the Interment Rights has been exercised and written notice of the cancellation is provided to the Owner. If a Certificate of Interment Rights (Deed) has been issued, it must be returned to the Owner with the notice of cancellation.
    i) Notice is received within thirty (30) days of the date of signing the Interment Rights contract all monies paid to date will be refunded.
    ii) Notice is received after thirty (30) days of the date of signing the Interment Rights contract all monies paid to date less the appropriate amount that is required to be deposited in the Care and Maintenance fund will be refunded. This follows the regulations set by the Bereavement Authority of Ontario.

    All refunds will be paid within thirty (30) days of receipt of written notice.
(f) The Owner may from time to time establish a schedule of charges for Interment Rights, supplies, and services within the Cemetery. Copies of this schedule are available from the Cemetery Office or on the St. John Chrysostom Parish website.
(g) Any plot, lot, or niche is intended for use by the Interment Rights Holder or upon his or her written consent, by his or her immediate family or relatives, for interment of human remains purposes only. Interment Rights may be resold, assigned, or otherwise conveyed by the Interment Rights Holder to any other person as may be provided in the Act, provided that the following conditions are met:

i) Such persons conform to the requirements of Section 1 of these Bylaws.

ii) An Endorsement for Sale or Transfer of Interment Rights has been completed and provided to the Owner with a written request that the Owner register such sale or transfer on the Cemetery records in accordance with these Bylaws and the Act.

iii) The prescribed administration fee for the issuance of the new Interment Rights certificate has been paid to the Owner and such new certificate issued by the Owner.

iv) No portion of the Interment Rights has been exercised.

Notwithstanding the foregoing, no person other than the Owner shall be permitted to re-sell, or offer or solicit for re-sale, Interment Rights from within the Cemetery, or any part thereof. Without limiting the foregoing provision, no person may in respect of any Interment Rights canvass for sale, distribute brochures, business cards, or any other material or literature within the Cemetery, or place any sign upon any plot, lot, or niche, for the purpose, direct or indirect, of offering such Interment Rights for re-sale or transfer or profit. In the event of transfer of Interment Rights by way of re-sale, the selling price received by the seller of such Interment Rights shall not exceed the then current price for comparable Interment Rights within the Cemetery as set out in the Cemetery price list in effect at the date such sale or transfer is completed.

(h) An Interment Rights Holder may file a written designation naming persons who may be interred in the lot registered in his or her name, and unless countermanded in writing, interments will be permitted in accordance with such designation. In the absence of any written designation on file, a request for the interment of any person other than the Interment Rights Holder shall be made in writing by the Interment Rights Holder. Burials of persons other than the Interment Rights Holder(s) must comply with the conditions set out in Section 1 of the Cemetery Bylaws.

(i) In the event of the death of the Interment Rights Holder, the Owner will record the successor in ownership as the new Interment Rights Holder upon written application of the Personal Representative of the deceased Interment Rights Holder. Any person becoming the Interment Rights Holder by succession shall take the lot subject to all existing conditions and in particular, the rights of such successor Interment Rights Holder shall be subject to any written designation which the deceased Interment Rights Holder has made and filed with the Owner during the lifetime of such Interment Rights Holder. In the event of a lot being recorded in the names of more than one person they shall be deemed to be joint tenants of the same with full rights of survivorship and the interest of the person dying shall pass to the other joint owner automatically on the death of the person so dying.

(j) In determining the status or authority of any person to act as a Personal Representative of the deceased Interment Rights Holder, or the right to claim of any person to be an Interment Rights Holder, or the authority of any other person to deal with or provide direction to the Owner in respect to any matter relating to Interment Rights, a grave, lot, niche, marker, monument, or any other matter to which the Bylaws relate, the Owner shall be entitled to require the production of certified or notarized copies of such wills, codicils, supporting affidavits, or other documents as the Owner in its sole discretion deems to be necessary or advisable in the circumstances.

(k) No transfer of any Interment Rights shall confer any rights on the transferee until the transfer has been recorded by the Owner and the name of the transferee entered in the records of the Cemetery as the new Interment Rights Holder.

(l) Each Interment Rights Holder shall notify the Owner of any change in his/her post office address. Notice sent to an Interment Rights Holder at the last address according to the Owner's records shall be deemed to have been received when in the ordinary course of post it would have reached them at the address in the Owner's records.

6. ARRANGEMENTS FOR INTERMENT

(a) The Owner shall request those wishing to make a selection of a lot or niche, or arrange for a funeral, interment, or entombment, to call at the Cemetery Office in ample time to complete arrangements before closing time of such Cemetery Office. Notice of any intended interment in a lot or entombment in a niche must be given to the Owner at least 3 days previous to the time fixed for the interment or entombment.
(b) Only services approved by the Church are permitted within the Cemetery.
(c) If required, written evidence of eligibility for Catholic burial according to the Norms of Canon Law shall be furnished.
(d) Any human remains which have been cremated in violation of the provision of Canon Law shall not be interred in the Cemetery.
(e) Roman Catholic services shall be conducted only by a priest or chaplain holding faculties from the Ordinary of the archdiocese.
(f) Any person ordering an interment, entombment, disinterment, or removal shall be responsible for the cemetery charges for these services. If such charges are not paid, the Owner may refuse to permit the interment, entombment, disinterment, or removal.
(g) Only equipment owned by or under contract to the Owner shall be used for making interments, entombments, disinterments, or removals. Only those individuals employed or contracted by the Owner shall open and close plots, lots, or niches for the purposes of interment, entombment, disinterment, or removal.
(h) Manufacturers of concrete vaults must service their own vaults and provide their own lowering device.
(i) Funerals shall not be admitted to the Cemetery when accompanied or escorted by regalia or banners of societies, organizations, or lodges which are banned by Ecclesiastical Law. Certain fraternal or lodge services not otherwise prohibited by Church Law may be permitted by the Owner, provided that specific written permission is obtained from the Owner.
(j) In this Cemetery, only human remains may be interred or entombed.
(k) The Interment Rights Holder, prior to the time of interment, shall supply to the Owner:
    a. A burial permit;
    b. A cremation certificate issued by the crematorium conducting the cremation;
    c. Written permission of the Interment Rights Holder, or his or her Personal Representative;
    d. A cemetery information sheet or Clergy report;
    e. A Christian burial certificate, if required;
    f. Payment in full;
    g. A signed contract;
    h. Social Services requisition, if required.

(l) Flowers shall be delivered at the burial site in sufficient time to permit arrangements before the funeral arrives. The Owner reserves the right to limit the number of floral pieces in keeping with the decorum and dignity of the Cemetery.
(m) The Owner shall not be responsible for any delay in the interment of human remains where a protest to the interment has been made or where the Bylaws have not been complied with.
(n) Except in cases of extreme necessity such as a danger of contagion or infection, or in case of an epidemic, interment or entombment shall not be made on Sundays or Statutory Holidays. The Owner may designate the hour and manner which interments may be made.
(o) When two casket interments are permitted in a single grave, the original burial must be at a level which allows a second burial to be made above. This is defined as a Double Depth (extra depth) burial. A maximum of four cremated remains are permitted in a regular sized lot.
(p) A maximum of two cremated remains is permitted in a small cremation grave (Section AG) and a maximum of four burials of cremated remains are permitted in a larger cremation lot (Section G).
(q) Scattering of cremated remains is not permitted.

6.1 Caskets or Outer Containers

(a) A body must be delivered to the Cemetery for burial in a closed casket or container and will be buried in such casket or container. All such caskets or containers must be of sufficient strength as equal to or greater than ½ inch plywood.

(b) No casket or container shall be opened within the Cemetery without the express permission and in the presence of the Owner.

(c) An outer container must be made of concrete. All such containers must be of sufficient strength as equal or greater than ½ inch plywood.

(d) The Owner is not responsible for damage done to a casket or outer container during the course of burial.

6.2 Size of Caskets and Outer Containers

The size of the outer container or casket cannot exceed the following measurements:

(a) Single grave 3 feet, 3 inches or greater in width: restricted to 33 inches in height and 34 ¼ inches in width and 92 inches in length.

(b) Child grave: restricted to 5 feet in length for the outer container or casket.

(c) Infant grave: restricted to 3 feet, 4 inches in length for the outer container or casket.

(d) Cremation grave: restricted to 15 inches in height by 8 inches by 8 inches. Larger containers may be accepted by giving prior notice to the Owner and may be subject to additional charges. Larger containers may restrict capacity to one burial in a small cremation (see AG).

(e) Columbarium niches: for single entombments, a maximum of 11 ½ inches by 11 ½ inches by 11 ½ inches. For double entombments, a maximum of 11 ½ inches by 5 ½ inches by 5 ½ inches.

6.3 Disinterments

(a) No disinterments or removals may be made without the prior permission of the Owner and must be made subject to the Act.
(b) The Owner shall not be responsible for damage to any casket or burial case which occurs during the course of removal or disinterment.
(c) The remains of a person dying from contagious diseases shall not be disinterred except under written approval of the Medical Officer of Health or other public official having the authority and shall, in all cases, be made in accordance with the prescribed rules and regulations of such Medical Officer of Health or person.
(d) Any disinterment for entombment in a mausoleum must be placed in a container sufficient to contain fluids.
(e) Family members are not permitted to be present during disinterments unless prior permission is received from the Owner.

6.4 Columbarium Entombments

(a) Internal dimensions of the columbarium niche are 11 ½ inches by 11 ½ inches by 11 ½ inches and are suitable for the entombment of two standard crematorium containers. Custom or memorial urns must not be larger than the dimensions specified above and urns larger than 11 ½ inches by 5 ½ inches by 5 ½ inches may not allow two urns to be entombed in the same niche. All human remains placed in a niche must be in a closed container. The Owner reserves the right to refuse entombment of any urn or urns that are oversized or otherwise inappropriate for use in a specified niche.
(b) Niches will only be opened and sealed by employees of, or those people contracted by, of the Owner. This applies to both the inside sealer and the niche front.
(c) Vases, lights, pictures, or other attachments are not permitted on the face of the niche. No flowers, plants, shrubs, herbage, or articles of any kind are to be placed on or near the columbarium except by or with the permission of the Owner.
(d) All inscriptions on the face of the niche shall be to standards and layout established by the Owner and shall be performed by the Owner or his contractor based on information supplied by the Interment Rights Holder. The style and type or inscriptions permitted on the niche face will be on display at the Cemetery office.
(e) Notice of entombment in a columbarium niche must be given to the Owner a minimum of seventy-two hours prior to the desired entombment time to permit suitable arrangements to be made.
(f) A copy of the cremation certificate and the appropriate fees must be provided to the Owner prior to or at the time of entombment.

7. MEMORIALIZATION

7.1 General

(a) No marker shall be placed in the Cemetery without written permission of the Owner, given in accordance with the practices prevailing at the time of the giving of permission.

(b) The design, symbolism, emblems, craftsmanship, quality, and material of the inscriptions and markers to be placed in the Cemetery shall be subject to the approval of the Owner.

(c) A written request signed by the Interment Rights Holder is required prior to approval.

(d) All markers must have a cross incorporated into its design.

(e) Only one flat marker will be permitted on a single grave set flush with the ground in the space assigned. Book or pillow markers will not be permitted unless installed on a proper foundation.

(f) Pictures are not permitted on flat markers.

(g) Marble may only be used on surfaces which are not exposed to the weather.

(h) Should any memorial or monument become unsightly, dilapidated, or a menace to the safety of persons within the Cemetery, the Owner shall have the right to correct the condition or to lay down the same.

(i) The use of temporary markers, such as but not limited to wooden crosses, will be permitted for a period of sixty days from the date of interment after which they will be removed by the Owner.

(j) The Owner distinctly disclaims all responsibility for loss or damage from causes beyond their reasonable conrol, and specifically from damage caused by the elements, an act of God, common enemy, thieves, strikers, malicious mischief makers, explosions, accidents, invasion, insurrection, riots, or order of any military or civil authority, whether the damage be direct or collateral.

NOTE: The Owner shall take all reasonable precautions to protect the property of the Interment Rights Holders but assumes no liability or responsibility for the loss or damage to any monument, marker, niche, or part thereof or any article of any type that may be placed on any lot, plot, grave, niche, or urn space.

7.2 Bronze Markers

All bronze markers accepted for installation must comply with the specifications as set out below:

(a) All bronze castings shall be true, free from weakening or minor defects, blemishes, or imperfections with a smooth surface area.

(b) Bronze markers must be cast with four integral bosses on the underside to facilitate installation. The bosses are to be tapped or drilled to receive the necessary number of anchor lugs of brass or bronze 4 inches in length and not less than 3/8 inch in diameter.

(c) Bronze markers must be attached to a concrete or granite base having a minimum thickness of 4 inches and have the same diameter as the marker.

(d) The minimum sized marker permitted on any single grave is 18 x 9 inches.

The maximum sized marker permitted for the following graves and lots are:

Infant Grave	18 x 12 inches
Child Grave	24 x 12 inches
Cremation Grave	24 x 12 inches
Adult Grave	24 x 18 inches
Two Graves, side by side	48 x 18 inches

(e) Wall plaques are not permitted for in-ground burials.

7.3 Granite Markers

(a) Granite markers shall be 4 inches in thickness and smoothly finished on all surfaces.

(b) The maximum sized marker permitted for the following graves and lots are:

Infant Grave	18 x 12 inches
Child Grave	24 x 12 inches
Cremation Grave	24 x 12 inches
Adult Grave	24 x 18 inches
Two Grave, side by side	48 x 18 inches

7.4 Upright Markers

(a) No monument shall be erected over a grave space in which there has been an interment. Monuments are to be placed in designated areas only.

(b) Concrete foundations are required for all monuments and shall be at the Interment Rights Holders' expense. The foundation of a monument shall be built in the designated space and must be the exact dimensions of the base of the monument. All foundations will not be less than 4 feet in depth. This does not apply to any lots with prepoured foundations. All foundations will be level to the lowest point.

(c) All bases and die-stones shall be of granite material.

(d) No base may be less than 8 inches in thickness. The minimum depth of all bases must be 1 foot, 2 inches and the minimum length must be 2 feet. The height of the base should increase with the weight of the monument. For safe maintenance (grass cutting) the bottom 4 inches of all bases must be rock-pitched. For aesthetic reasons high bases are not favoured. Minor scraping of all bases due to grass cutting operations shall be considered normal wear.

(e) The following information must be provided before installation:

i. Signature and address of the Interent Rights Holder,
ii Intructions for the placement of the monument,
iii Dimensions of die and base, height, width, and length,
iv Overall measurements of the monument,
v. Descirtion of the monument, colour, design, etc.,
vi. Care and Maintenance Fee as set out by the Act.

(f) The maximum size for a single monument is:

Single Grave	maximum base width 36 inches
Double Grave	maximum base width 54 inches

(g) There is no minimum height for a monument.

(h) The total overall combined height of a monument plus base must not exceed 42 inches.

(i) All monuments must be constructed of granite, marble, or bronze.
(j) The minimum thickness of a die or tablet is 8 inches.

(k) The die-stones must be installed on a granite base minimum of 8 inches in height.

(l) All monuments must be able to withstand a minimum of 200 pounds of horizontal pressure applied anywhere on the monument without toppling.

(m) Floral containers, vases, or vigil lamps must be properly affixed to the die or base.

(n) All monuments shall be constructed of granite. The bottom bed of all bases for such structures shall be cut level and true.

(o) To ensure stability, no monument of any design or construction shall have any uncovered vertical joints.

(p) Only one upright monument will be permitted upon a lot.

(q) All die-stones under 2 feet at the base shall be adequately dowelled. Dowels must be of non-corrosive material not less than ½ inch in diameter. Dowels must be not less than 6 inches, The dowel holders must be drilled no more than 1/8 inch larger than the diameter of the dowel.

(r) Section and lot number os to be inscribed on all monuments.

(s) Monuments that do not conform to the regulations but add to the beauty and decorum of the Cemetery may be considered under exceptional circumstances by the Owner.

8. SHARED MONUMENT LOTS

(a) A SHARED MONUMENT LOT is a two-grave lot with an installed monument between the two lots, which may contain a maximum of four casket interments and four cremation burials. In certain designated areas where only two interments are permitted, a notation will be made on the Interment Rights Certificate.

(b) No inscription shall be placed on any monument or marker which is not in keeping with the dignity and decorum of the Cemetery.

9. CORNERSTONES

For graves on the prepoured foundation, two cornerstones are permitted at the foot end. The use of cornerstones on prepoured foundations is optional. For all other regular sized graves, four cornerstones are required to delineate the boundaries of the grave. For cremation graves, the range marker must not be removed and only one additional cornerstone is permitted.

10. OUTSIDE CONTRACTERS

(a) No monument or marker shall be delivered to the Cemetery without the proper paperwork and approval.

(b) Installation of foundations, where required, is the responsibility of the Outside Contractor and at the Interment Rights Holders' expense.

(c) Outside Contractors shall have appropriate coverage for theor workers and sufficient liability insurance. If a lot, monument, other structure, road, drive, or walk is damaged, the worker and Outside Contractor shall be held liable for such damages.

(d) The conduct of the workmen employed upon the Cemetery property shall be subject to the control of the Owner.

(e) Each Outside Contractor shall lay planks, as requested, on the lots and paths over which heavy equipment travel to prevent surface damage.

(f) Workmen shall cease work if a funeral is in progress.

(g) Canvassing for orders or distributing business cards in the cemetery is forbidden.

(h) Excess dirt and other rubbish shall be removed as directed by the Owner, or removal of same may be completed and billed to the Outside Contractor.

11. CORRECTION OF ERRORS

In case of any inadvertent error that may have been made by the Owner either in interring, disinterring, or removal or any other transaction, the Owner may substitute and grant in lieu thereof other Interment Rights or lot of equal value and similar location or refund the purchase price of said lot.

In the event that any such error may involve the interment or disinterment of the remains of any person or persons, the owner with the permission of the Medical Officer of Health or other public officer having authority and the Interment Rights Holder may remove and re-inter the remains in such other substitute lot.

12. LOSS OR DAMAGE

(a) The Owner disclaims all responsibility for loss or damage from causes beyond its reasonable control to lots, structures, or markers.

(b) Written notice shall be given to the Interment Rights Holder at the most recent address stated in the Owner's records when repair is required on any lot, structure, or marker.

(c) The Owner is not responsible for loss or damage to pictures, vases, or floral tributes.

13. RIGHT TO RESURVEY

The following rights and privileges are hereby expressly reserved to the Owner subject to the approval of the Ministry of Consumer Services to be exercised at any time or from time to time for the erection of buildings, or for any purpose or use connected with, incident to, or convenient for, the care of, preservation of, or preparation for the interment of human remains or other Cemetery purpose:

(a) To resurvey, enlarge, diminish, alter in shape or size, or otherwise to change all or any part or portion of the Cemetery.

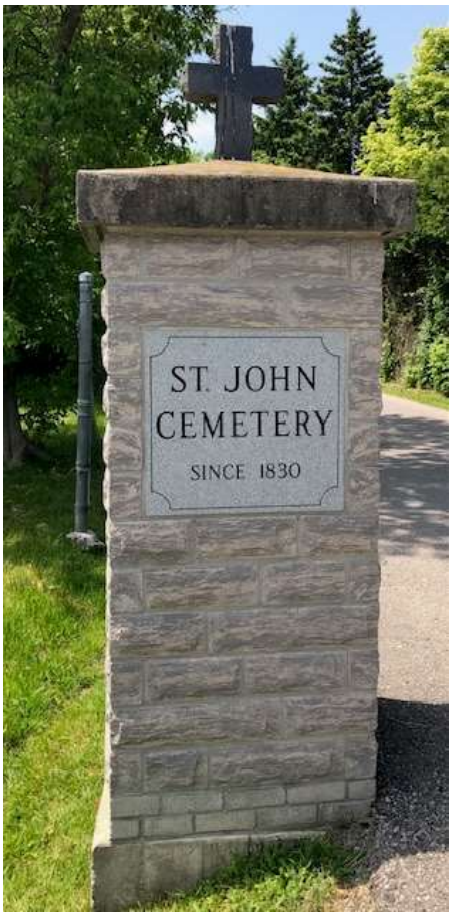
(b) To lay out, establish, close, eliminate, or otherwise modify or change the location of roads, walks, or drives, provided ingress and egress to and from any lot is preserved or is allocated to the Interment Rights Holder and further provided that the foregoing complies with the Bylaws.

(c) Easements and rights of way over and through all of the Cemetery premises for the purpose of installing, maintaining, or operating pipe lines, conduits or drains for sprinklers, drainage, electric or communication lines or for any other Cemetery purpose provided that no burials shall have taken place in these areas.

(d) 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 Owner devotes such road, drive, or walk to that purpose.

14. EFFECTIVE DATE

These Bylaws shall become effective when filed and approved by the Registrar under the Act.





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Catholic Church



St. John Catholic Cemetery Bylaws (Updated March 20, 2024)