



**OPERATING BY-LAWS  
ST JOHN'S MERIVALE  
CEMETERY**

Operating By-Laws

Cemetery Committee  
of the Anglican Parish of  
Good Shepherd Barrhaven

Date of Approval: February 25th, 2018

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## 1. This Anglican Cemetery and Christian Burial

St John Anglican Cemetery – Merivale, a short history:

The St John Anglican Cemetery – Merivale, is one of three small cemeteries referred to as the Merivale Cemeteries. These Cemeteries include: St John Merivale Cemetery, Anglican; the Merivale United Church Cemetery; the Pinecrest Cemetery.

The Merivale area is that portion “of Nepean that followed Concessions A, One and Two, Rideau Front focusing on the Slack side road linking these concessions. The junction of Merivale and Slack Roads was the centre of the Merivale Community. The local blacksmith, hotel, school and Orange Lodge faced that intersection. The Merivale churches and cemeteries were situated north of the intersection along the Merivale Road at Lot 28, Concession One, Rideau Front. Today, this whole area is one of strip malls, business areas, garages, food outlets and a thriving, busy thoroughfare, continuing well south of Slack Road. The cemeteries are completely surrounded by commercial businesses, with the Hunt Club extension only one block away connecting Bells Corners and the Ottawa International Airport”<sup>1</sup>, and continuing on to join Hwy 417 in the east end of Ottawa.

The land, three quarters of an acre, for the Anglican cemetery was donated by William & Jane Hopper formally in a deed dated May 10, 1876. However, the first burial in the Anglican portion of the cemetery was John Bell, in 1847.<sup>2</sup>

The parish of St John the Divine, or St John's as it was originally referred to, are responsible for the administration of the cemetery. The church was located on the site of the cemetery from the early days in the 1840's until the early 1960's when the church building was torn down. The parish then moved to a new church building located on Slack Road. In 2002 the congregation relocated once more and changed its name. It moved to the Barrhaven area and became known as Good Shepherd Barrhaven. It continues to administer the affairs of the St John Anglican Cemetery – Merivale.

### Christian Cemeteries & Burial

From the earliest days following the death and resurrection of Jesus Christ, the Christian community has been distinguished by its faith in the resurrection of the body. As Christ dies, was buried, and rose from the dead, so also is it our firm belief that all the baptized faithful, who share in the Lord's death, will also share in his glorious bodily resurrection. For this reason, the Christian community has always shown great care and reverence for the earthy remains of those who have died.

In our Christian tradition, whenever possible, the earthly remains of the deceased have been placed in graves in a dedicated place to await the resurrection. Such burial places have become

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<sup>1</sup> The Merivale Cemeteries: Elliott, Bruce S.; Ottawa Public Library, Publication No. 00-02, ISBN 0-7779-1496-4; pg3

<sup>2</sup> Ibid; pg4

places of prayer and devotion, where families and other members of the Christian community assemble to pray in hope for their beloved dead.

An Anglican cemetery is a place set apart, owned and consecrated by the Diocesan Bishop, and devoted to the burial of members of the Church, their families, and others. The St John Anglican Cemetery – Merivale is owned and consecrated by the Anglican Diocese of Ottawa. The cemetery is operated under the authority of the Bishop of the Anglian Diocese, through the Parish of Good Shepherd Barrhaven and its Cemetery Committee who are committed to maintaining the sanctity of the cemetery by maintaining these sacred grounds and providing compassionate care for those who mourn in an atmosphere of faith and hope before, during and after the interment.

For the mutual protection and benefit of lot holders in St John Cemetery – Merivale, the following By-Laws are hereby adopted. All lot holders and persons visiting the cemetery, and all lots shall be subject to the said By-Laws and such amendments or alterations thereof or additions thereto as shall be adopted by the Cemetery Committee of the Parish of Good Shepherd Barrhaven in the Anglican Diocese of Ottawa from time to time; and reference to these By-Laws in the documents granting the right of interment shall have the same force and effect as if set forth in full therein.

## 2 Definitions

In these By-Laws, the following words and phrases shall have the meanings as set forth below in this section. Any word or phrase appearing in the By-Laws which is not defined in this section, but which is defined in the Act, shall have the meaning set out in the Act.

**ACT:** the Funeral, Burial & Cremation Services Act, S.O. 2002, C.33, as from time to time amended, replaced or superceded.

**Applicant:** the person listed on the Application for Cremation as the purchaser of the cremation service.

**Burial Order:** notification provided to the Cemetery, in advance of a burial, indicating the name of the deceased, date, time and location of the funeral or graveside service, burial location, steel vault (if applicable) requirements, and Personal Representative information. This is supplied by the funeral director, or, in some cases, the Personal Representative.

**Burial Permit:** a permit issued by the Division Registrar under the Vital Statistics Act.

**Burial Rights Holder:** also referred to as the Interment Rights Holder.

**By-Laws:** the rules and regulations that govern the operation of the Cemetery, made pursuant the Act, and separate and distinct from the Owner's Corporate by-laws.

**Care & Maintenance (Perpetual Care & Maintenance):**

The preservation, improvement and upkeep in a proper manner of a Cemetery lot, or any particular part thereof.

**Care & 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 markers (formally called the Perpetual Care Fund).

**Care & Maintenance of Markers:** the maintenance of all markers to ensure the safety of the public.

**Cemetery:** the land, three quarters of an acre located in the City of Ottawa, formerly the City of Nepean, Part of Lot 27, Concession 1, Rideau Front being Part 1 on Plan 4R-9340, known as St John's Anglican Cemetery – Merivale, owned by the Anglican Diocese of Ottawa.

**Church:** the Anglican Church under the direction of the Anglican Bishop of the Anglican Diocese of Ottawa

**Concrete Vault:** A concrete vault is an outer container constructed of concrete that covers a casket within the ground. Concrete vaults are not allowed in the Cemetery due to space limitations in this historical site.

**Extra Depth Burial:** an interment of a casket sufficiently deep to accommodate an additional casket burial on top of it.

**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 *Funeral, Burial & Cremation Services Act*, S.O. 2002, C. 33

**Grave:** a space of ground in the Cemetery used or intended to be used for the interment of human remains.

**Information Sheet:** a form that provides information about the deceased including, but not limited to, date and place of birth, date and place of death, next-of-kin, etc. This is normally obtained from the Funeral Director. Alternatively, the Owner may obtain this information directly from an Interment Rights Holder or Personal Representative.

**Inscription Rights:** the interment rights holders' right to inscribe on a marker or monument.

**Interment Rights Holders:** a person who has purchased or otherwise acquired the right to be interred in a certain grave or lot.

**Lot:** a space for the interment of one or more human remains.

**Marker:** any monument, tombstone, plaque, headstone, memorial, cornerstone or other structure or structure affixed to or intended to be affixed to a burial lot intended for the burial of human remains.

**Monument:** an upright granite structure projecting above the ground including a base of granite.

- a) Single Monument Lot – is a one-grave lot permitting an upright monument, which may contain more than one interment. If more than one traditional casket interment is permitted, the first interment must be made extra deep.
- b) Triple Monument Lot – is a three-grave lot permitting an upright monument.

**Monument Lot:** is a two-grave lot permitting an upright monument, which may contain a maximum of four traditional interments. In certain designated areas where only two interments are permitted, a notation will be made on the Interment Rights Certificate.

**Owner:** The Anglican Diocese of Ottawa, represented by the Cemetery Committee of the Parish of Good Shepherd Barrhaven.

**Personal Representative:** an Executor, an administrator or an administrator with will annexed.

**Porcelain Memorial Pictures:** a photo manufactured from porcelain to be recessed into or affixed to a memorial.

**Pre-Need:** interment rights, supplies and services purchased in advance of the provision of these supplies and services.

**Registrar:** means the Registrar appointed under the Act.

**Scroll:** a bronze plaque added to an existing marker upon which has inscribed an individual's name and or date(s) of birth and death.

**Shared Monument Lot:** a lot with a monument installed and owned by the Owner between two lots to which inscription rights are sold.

**Urn:** a container used to hold cremated remains.

**Vaults:**

- a) Concrete vault – an outer container constructed of concrete that covers a casket within the ground
- b) Steel vault – an outer container made of steel that covers a casket within the ground
- c) Urn vault – a container into which a cremation urn is placed for in-ground interment

**Wreath:** an artificial floral arrangement of plastic or silk-like flowers placed on a metal wreath stand.

**Wreath Saddle:** an artificial flower arrangement designed to be placed on top of an upright monument.

### 3. General

1. These By-Laws have been adopted by the Parish of Good Shepherd Barrhaven, on behalf of the Anglican Diocese of Ottawa, and are intended for the benefit and protection of the Interment Rights Holders, the St John's Anglican Cemetery – Merivale and the Anglican Diocese of Ottawa, its officers, employees and volunteers.
2. These By-Laws are effective upon filing with and approval of the Registrar.
3. These By-Laws and any amendments thereto apply to the St John's Anglican Cemetery – Merivale.
4. In addition to the By-Laws, from time to time, in force in regard to the Cemetery, all Provincial, Municipal or other local regulations shall be observed.
5. The Cemetery Committee, acting on behalf of the Owner may, in its sole discretion, make an exception to the requirements of the By-Laws, provided that such exception is recorded in writing and provided that such exception shall not be considered a waiver of the continuing general application of the By-Laws.
6. These By-Laws may be at any time changed, amended, altered, repealed, rescinded or added to, by the Cemetery Committee, acting on behalf of the Owner, subject to approval by the Registrar.
7. For the purpose of these By-Laws, inches can be converted to centimeters by multiplying by 2.54.



## 4. Care and Maintenance

### 4.1 Care and Maintenance Fund Contributions

- 1) The Owner shall deposit in the Care and Maintenance Fund the following amounts as prescribed by the Act:
  - a) Interment Rights
    - i) The greater of 40% of the total purchase price of an in-ground grave that is 24 square feet, or larger and \$250.00
    - ii) The greater of 40% of the total purchase price of an in-ground grave, including a cremation grave, that is smaller than 24 square feet, and \$150.00
  - b) Marker Installation
    - i) Flat marker measuring at least 173 square inches, \$50.00
    - ii) Upright monument measuring 4 feet or less in height and 4 feet or less in length, including the base, \$100.00
    - iii) Upright monument measuring over 4 feet in height or length, including the base, \$200.00

### 4.2 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 4.1 of these By-Laws) of all funds received from the sale of interment rights and markers are invested and the income derived therefrom is available for maintenance. The above mentioned Care is to be understood as the care and maintenance of lots necessitated by natural growth and ordinary wear, and include cleaning, planting, cutting, etc., and care of lawns, trees, shrubs, provided there are sufficient funds for that purpose.

“Care and Maintenance” shall in no case mean the planting of flowers on any lot owned by an Interment Rights Holder.

### 4.3 Care and Maintenance of Markers

The Owner is obliged to maintain all markers to ensure the safety of the public and to preserve the dignity of the Cemetery, and shall not be liable for any reasonable wear and tear or damage caused by third parties.

“Care and Maintenance” shall in no case mean 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 the soil or disruption of 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.

### 4.4 Special Care

Special Care shall include only those specific services set forth in written 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.

#### **4.5 Grading and Improvements**

1. All grading, landscape work and improvements of any kind and all care and maintenance of lots shall be done, and all trees, shrubs and plant materials of any kind shall be planted, trimmed or cut solely by the Owner.
2. All alterations of lots in the Cemetery shall be under the direction of and subject to the 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.
3. The Owner reserves the right, in its sole discretion, to remove and/or prune trees or shrubs situated on any lot if they are detrimental to the adjacent lots or road, or are prejudicial to the care and maintenance of the Cemetery or to the general appearance of the grounds, or affect the public's access to other lots.

#### **4.6 Flowers**

1. The Owner shall not be liable for vases, fresh or artificial flowers or memorial wreaths placed on any grave or lot.
2. The Owner reserves the right to prevent the removal of any vases, floral bouquets, or flowers which are placed on any lot without the permission of the Interment Rights Holder.
3. One bouquet of fresh or artificial flowers (at a time) is permitted in a vase that is attached to the marker, from April 1<sup>st</sup> to November 1<sup>st</sup>, inclusive. If the marker does not contain its own vase, a plastic cone shaped vase having a maximum width of 4.5 inches and a height of 9 inches may be used. The Owner reserves the right to turn down bronze vases, dispose of any plastic cone shaped vases and flowers after November 1<sup>st</sup> of each year.
4. Flower beds are only permitted with written permission of the Owner. Where flower beds are permitted, they are restricted to a maximum of the width of the lot, and by a depth of 18 inches from the front of the memorial and must not hinder the Care and Maintenance of the Cemetery. Trees and shrubs are not permitted in the Cemetery. Flower beds must be maintained by the Interment Rights Holder. Any flower bed not being maintained will be removed by the Owner without notice.
5. Wreaths on wreath stands are permitted on graves and lots from November 1<sup>st</sup> to March 31<sup>st</sup> inclusive. The Owner reserves the right to dispose of any wreaths and/or wreath stands placed or remaining between April 1<sup>st</sup> and October 31<sup>st</sup>,
6. Plastic or lawn edging around graves or lots is not permitted. Wreath saddles may remain on top of monuments year round. The Owner reserves the right to remove and dispose of any wreath saddles that become deteriorated or dirty. Wreath saddles are not permitted on shared monuments. The Owner shall not be responsible for any damage caused by wreath saddles.
7. For safety reasons, the use of hanging baskets, metal hangers, lanterns and/or hooks, as well as potted plants and decorations of any kind, including, but not limited to, glass, fencing and borders, crockery, beverage containers and/or toys on or above the grave or marker is not permitted.

## 5. Use of Cemetery

### 5.1 General Rules

1. All visitors within the Cemetery shall use the road, and walk carefully and respectfully on the grass to access an Interment Rights Holder's lot.
2. Only the Interment Rights Holders and their relatives and friends shall be permitted on the Cemetery property. Any other person thereon shall be considered a trespasser and the Owner shall owe no duty to the said trespasser to keep the property, or any memorial thereon, in a reasonably safe condition.
3. All visitors should conduct themselves in a quiet manner that shall not disturb any service being held, or the general dignity of the Cemetery.
4. Picnicking or drinking alcoholic beverages by visitors within the Cemetery is prohibited, with the exception of the refreshments provided by the Owner at the Annual Memorial Service.
5. Children under fifteen years of age are not permitted within the Cemetery unless accompanied by an adult.
6. Animals are to be leashed and are subject to municipal by-laws.
7. The grass within the Cemetery shall not be disturbed for any purpose except under the supervision of the Owner.
8. All visitors to the Cemetery must remove and dispose of any waste material that they bring into the Cemetery as the Owner does not provide any waste disposal containers. It is not permissible to dispose of any other waste material on Cemetery property and such unauthorized disposal is subject to fines under the municipal by-law.
9. No one shall remove any flowers or break any branches, or remove, injure, or cut any trees, plants or shrubs without specific and written permission of the Owner.
10. Other than the Owner, no one shall be permitted to sell, or to solicit the sale of any commodity whatsoever within the Cemetery.
11. No signs, notices or advertising of any kind shall be allowed within the Cemetery except those placed by the Owner.
12. No assemblies of persons other than those attending a funeral or interment service shall take place in the Cemetery except with the written permission of the Owner.
13. Entry to the Cemetery by the public shall be permitted between the hours of 8:00 am and dusk, subject to the Owner's right to vary these hours.
14. The Owner shall have the right to 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 and the like shall not be permitted on any lot, and such articles if so placed, may be removed by the Owner, in its discretion, without notice or compensation to any party.
15. No unattended lighted candles or any other type of illumination shall be permitted on any lot and the Owner shall be entitled in its sole discretion to remove and dispose of same without notice or compensation to any party.
16. Vehicles must be kept under control at all times and at no time shall such vehicles be driven at a speed in excess of twenty kilometers per hour. It is prohibited to park or leave any vehicle on any road or driveway within the Cemetery at such location or in such position as to prevent any other vehicle from passing. The Owner may remove any

vehicle that is so parked or left. A vehicle owned or operated by the Owner is exempt from these provisions.

17. The Owner reserves the right to prohibit or restrict the use within the Cemetery of horses, snowmobiles, bicycles, scooters, skateboards, roller blades, or any similar or other type of wheeled conveyance, with the exception of assistive devices required for accessibility.
18. The Owner shall not be liable for any injury sustained from any activity not conforming to the intended use of the Cemetery.
19. The Owner reserves the right to limit access to the Cemetery during the winter months, from November 1<sup>st</sup> to April 30<sup>th</sup>. The Owner reserves the right to not plow the snow from the access road or maintain access to the Cemetery.

## **5.2 Employees and/or Volunteers**

1. The Owner's employees and/or volunteers are not permitted to do any work for Interment Rights Holders except with the express and written permission of the Owner.
2. No Cemetery employee or sub-contractor shall receive any fee, gratuity or commission, directly or indirectly, except from the Owner.
3. All inquiries must be made with an official Cemetery representative, a member of the Cemetery Committee, either in person, or by other accepted electronic communication.

## 6. Instructions to Interment Rights Holders

1. Interment Rights may be purchased on an installment plan, in advance of need.
2. No interments shall be permitted until all payments due to the Owner have been paid in full.
3. The Owner may from time to time establish and file with the Registrar a schedule of charges (Price List) for Interment Rights within the Cemetery.
4. Subject to the requirements of the Act, the Owner reserves the right to specify the terms of purchase of all interment rights.
5. **Any lot is intended to be used for interment purposes only by the Interment Rights Holder, their next of kin, or person whom they chose to designate. An Interment Rights Holder who wishes to transfer their rights to a lot may exercise one of the following options:**
  - a) **Interment rights may be sold to a third party for an amount not greater than the amount listed for the same Interment Rights on the Owner's most current price list. The transfer will only be considered effective once both parties have met with a member of the Cemetery Committee, the original "Indenture for Sale of Burial Rights" certificate (both of the copies issued at the time of the original sale to the purchaser) has been returned and the transfer of ownership fee, as listed on the Price List, has been paid. The new Interment Rights Holder will be subject to the By-Laws of the Cemetery as established by the Owner from time to time.**
  - b) **Interment rights may be returned to the Owner for an amount equaling the fees originally paid, less the amount deposited in the Cemetery care and maintenance trust, and any amount owing on the contract.**
6. An Interment Rights Holder may file a written designation naming a person who may be interred in the lot, 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 persons other than the Interment Rights holder shall be made in writing by the Interment Rights Holder.
7. 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 into the records of the Cemetery as the new Interment Rights Holder.
8. Each Interment Rights Holder shall notify the Owner of any change in either his/her, or their designated contact person's, postal address or contact information. Notice sent to an Interment Rights Holder at the last postal address or electronic address according to the Owner's records shall be deemed to have been given when deposited in a post office or public letter box, or when dispatched or delivered to the appropriate communication company, or agency or its representative. The Owner will not be responsible for ensuring the accuracy of address information.
9. In the event of the death of the Interment Rights Holder, the Owner shall, upon written application of the Personal Representative of the deceased Interment Rights Holder, and upon being presented with adequate evidence, record the successor of the interment rights as the new Interment Rights Holder.

10. Any person becoming the Interment Rights Holder by succession shall take the Interment Rights, 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.
11. In the event that Interment Rights are recorded in the names of more than one person, such persons shall be deemed to be joint tenants of the Interment Rights with full right of survivorship, with the intent that the interest of any such person shall, upon such person's death, pass automatically by operation of law to the other Interment Rights Holder or Holders.
12. In determining the status or authority of any person to act as a Personal Representative of a deceased Interment Rights Holder, or the right or 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 of any matter relating to Interment Rights, a grave, lot marker or monument, or any other matter or thing to which these By-Laws 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.

## 7. Interments

### 7.1 Arrangements for Interments

1. The Owner requires those wishing to purchase the Interment Rights to any lot, to contact and make arrangements with a member of the Cemetery Committee.
2. As St John's Merivale Cemetery is a volunteer-run Parish Cemetery, all interments are done by the staff of the Pinecrest Cemetery. All requests for interments must be made either directly, or through the company providing funeral arrangements, with Pinecrest. All payments for such arrangements are to be handled directly with Pinecrest or through the company providing funeral arrangements and are subject to the policies and prices of Pinecrest Cemetery. Notifications, requests and timing for interment services are determined by the policies and availability of Pinecrest Cemetery. The Owner reserves the right to **not** provide snow removal services to allow access for winter interments. Should an Interment Rights Holder, or their personal representative, wish or require a winter interment, the total cost, including but not limited to, any/all snow removal to provide access, are the total responsibility of the Interment Rights Holder.
3. In general, human remains only will be accepted for interment within the Cemetery. Within reason, and at the sole discretion of the Owner, written permission may be granted for an Interment Rights Holder to have the cremated remains of a beloved pet (i.e. a cat or dog) interred with them.
4. Only services approved by the Owner are permitted within the Cemetery.
5. Any person ordering an interment or disinterment shall be responsible for the Cemetery charges for these services. If such charges are not paid, in advance, the Owner may refuse to permit the interment or disinterment.
6. Only equipment owned by the designated operator, Pinecrest Cemetery, shall be used for making interments or disinterments.
7. Due to the historic nature of the Cemetery, space is very limited for interments of traditional caskets. As a result, concrete vaults are not permitted in the Cemetery. Steel vaults may be used as long as they do not extend beyond the size dimensions of the lot. Manufacturers of steel vaults must service their own vaults and assume complete responsibility of integrity at the grave site, under the policies and supervision of Pinecrest Cemetery.
8. **The following items must be supplied to the Owner prior to the time of interment:**
  - (a) **A Burial Order**
  - (b) **For a casket interment, a Burial Permit**
  - (c) **For a cremation interment, a cremation certificate issued by the crematorium conducting the cremation**
  - (d) **In the case of the interment of remains other than those of the Interment Rights Holder, the written consent of the Interment Rights Holder**
  - (e) **A completed information sheet**
  - (f) **An Indenture for Sale of Burial Rights contract**
  - (g) **Payment in full**

9. The Owner shall not be liable for the disturbance of, or damage caused to, any flower bed, lot decoration or curbing, occurring during the course of opening a grave, an interment service or closing a grave.
10. The Owner shall not be responsible for any delay in the interment of a body (casket or cremation urn) where a protest to the interment has been made, where the by-laws have not been complied with, or due to the any other factor.
11. Except in cases of extreme necessity, such as the danger of contagion or infection, or in the case of an epidemic, and in accordance with the policies and availability of Pinecrest Cemetery personnel, interments shall not be made on Sundays or Statutory holidays. The Owner may designate the hour and manner which interments may be made.
12. These are the allowable burials per lot:
  - Urn lot, 24 inches x 24 inches, may contain a single urn burial
  - A single lot, 3 feet x 10 feet, may contain a total of either: one traditional casket burial + 2 urns; or 4 cremated remains urns.
13. Scattering of cremated remains is not permitted in the Cemetery.

## **7.2 Contagious Diseases**

1. Under Ontario Ministry of Health Regulation 55 – Communicable Diseases, it is a requirement that the Owner be notified prior to arrangements being made for an interment, or disinterment, if a death is a result of or the deceased had contracted a contagious disease.
2. In the event a contagious disease has been confirmed, the Cemetery will adhere to recognized Health and Safety practices or directives whether established or issued by the Ontario Ministry of Health, the local Public Health Office, or the Owner.
3. Except in cases of extreme necessity, such as the danger of contagion or infection, or in the case of an epidemic, and in accordance with the policies and availability of Pinecrest Cemetery personnel, interments shall not be made on Sundays or Statutory holidays. The Owner may designate the hour and manner which interments may be made.

## **7.3 Caskets and Outer Containers**

1. 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 strength equal to or greater than that of .5 inch plywood.
2. No casket or container shall be opened with the Cemetery without the express permission and in the presence of the Owner.
3. Any outer container into which a casket is to be placed must be made of thin steel and must not extend beyond the 3 foot width of the lot for which the Interment Rights are held. All such containers must be of a strength equal to or greater than that of .5 inch plywood.
4. The Owner is not responsible for damage done to a casket or outer container during the course of the burial.



#### **7.4 Sizes of Caskets and Outer Containers**

1. Individual Grave Lot: Caskets or outer containers cannot exceed the width measurement of the grave which is 3 feet, or the length measurement, which is 8 feet, to allow for 2 feet space for the placing of a marker or monument at the head of the grave. Each individual grave lot, as noted on the Indenture of Sale of Burial Rights certificate, measures 3 feet by 10 feet.
2. Multiple Grave Lots: Caskets or outer containers cannot exceed the measurements of the individual graves, as noted above, in Section 7.4.1. Multiple grave lots generally contain up to 4 individual grave lots, depending upon what the Interment Rights Holder purchased.'
3. Cremation or Urn Garden Lots: Urns cannot exceed the maximum opening dimensions of the lot, which is 2 feet by 2 feet. In general, unless approved by the Owner, urns cannot exceed 15 inches in height, 15 inches in width and 15 inches in length.

#### **7.5 Disinterments**

1. No disinterments or removals may be made without prior written permission of the Owner and Interment Rights Holder, and must be made subject to the Act.
2. The Owner shall not be responsible for damage to any casket, urn, or vault which occurs during the course of removal or disinterment.
3. The remains of persons dying from contagious diseases shall not be disinterred except under written approval of the Medical Officer of Health or other public officer having authority and shall in all case be made in accordance with the prescribed rules and regulations of such Medical Officer of Health or other public officer.
4. Any disinterment must be placed in a container sufficient to contain fluids.
5. Family members are not permitted to be present during disinterments.

#### **7.6 Storage**

1. St John's Merivale Cemetery does not have any facility for the storage of human remains. Any need to this service, must be arranged with the Funeral Director, or company handling the Interment Rights Holder's funeral arrangements. The Owner does not have any responsibility for this service.

## 8. Memorialization

### 8.1 General

1. The Interment Rights Holder and/or their estate, successor or personal representative is responsible to maintain the monument/marker to ensure the safety of all persons using the Cemetery.
2. No marker shall be placed in the Cemetery without the written permission from the Owner given in accordance with the practices prevailing at the time of the giving of permission.
3. The design, symbolism, emblems, craftsmanship, quality and material of inscriptions and markers to be placed in the Cemetery shall be subject to the approval of the Owner. This approval may be withheld in the Owner's sole discretion.
4. A written request signed by the Interment Rights Holder must be submitted to the Owner to obtain approval for any marker or monument to be placed on a lot within the Cemetery.
5. In order to maintain the desired standard of workmanship for longevity and safety, the Interment Rights Holder must purchase their marker or monument from a recognized marker/monument supplier who must be approved prior to installation by the Owner.
6. Only one monument or flat marker is allowed per individual grave lot.
7. Due to the danger of becoming damaged or broken, picture or photograph attachments are not permitted on bronze marker units.
8. Should any marker, 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 of any such marker, memorial or monument, or to lay down or, where in the Owner's opinion, circumstances warrant, to remove and/or replace same.
9. All markers and/or monuments must have a concrete base or foundation, the size of which is determined by the size of the marker or monument.
10. The use of a temporary marker will be permitted for a period of sixty days from the date of interment.

## 8.2 Bronze Markers

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

1. Bronze markers must be installed flush with the ground. A bronze vase incorporated into the design will be permitted. No separate bronze vase or vigil light unit will be permitted.
2. Service and installation charges are determined by the size of the marker. These amounts are payable in advance. Check with your monument provider for the amounts, including the fee for installation in the cemetery.
3. The attachment of a base is required. Concrete bases must be the same dimensions as the marker. The maximum thickness of all bases will not exceed four (4) inches. Granite bases must have projections of two (2) inches on all sides from the outside edge of the bronze memorial.
4. All bronze castings shall be true and free from weakening or minor defects, blemishes, or imperfections with a smooth surface area. Rough, sand-like or painted finishes are not permitted.
5. Bronze markers must be cast with four integral bosses on the underside to facilitate installation. These bosses are to be tapped or drilled to receive the necessary number of anchor lugs of brass or bronze 4 to 6 inches in length and not less than 3/8 inch in diameter.
6. On single graves, one marker only is permitted and must be installed in the space assigned.
7. The use of foot markers is not permitted.
8. The maximum size marker permitted for the following graves and lots are:
  - a. Urn plot or cremation grave 22 x 10 inches
  - b. Single plot/grave 24 x 14 inches
  - c. Two plots/graves – side by side 44 x 13 inches
  - d. Four plots/graves – side by side 60 x 14 inches
9. All installation fees due to the cemetery must be paid prior to the installation of a marker. This is to be done by the monument provider/retailer.
10. Artificial wreaths are permitted from November 1<sup>st</sup> to April 1<sup>st</sup>.
11. Vases must be turned down into the bronze marker by November 1<sup>st</sup> each year. The Cemetery is not responsible for damage, howsoever caused, for vases left up over the winter.
12. For safety reasons, the use of hanging baskets, metal hangers, lanterns and/or hooks as well as potted plants and decorations of any kind including but not limited to glass, fencing and borders, crockery, beverage containers and/or toys on or above the grave or marker is not permitted.
13. Garden borders or fencing of any type is strictly prohibited and will be immediately removed and discarded by the Cemetery.
14. Ceramic photos are not permitted on markers.

### 8.3 Granite Markers

#### Flush Type Memorials

1. Memorials shall consist of one die only. Sub bases of any description are not permitted
2. Granite dies may be set in a pillowed fashion. The die may project a maximum of 4 inches at the rear and 1 inch above the base at the front.
3. The maximum marker die allowed will be 22 x 16 x 4 inches.
4. No bronze, marble or soft stone material of any kind is allowed.
5. No vases, candle holders or objects of any description either cut into the die or the base or placed in the face of the marker will be allowed.
6. The maximum size marker permitted for the following graves and lots are:
  - a. Urn plot or cremation grave 22 x 10 inches
  - b. Single plot/grave 24 x 14 inches
  - c. Two plots/graves – side by side 44 x 13 inches
  - d. Four plots/graves – side by side 60 x 14 inches
7. The planting of shrubs or ornamental trees is not permitted. A garden, measuring no greater than the width of the lot and 18 inches from the front of the marker in depth may be planted with permission from the Cemetery. Planting is not permitted behind the marker. The use of decorative stone, wood, concrete or metal borders or framing in or around flower beds or lots is not permitted. Plastic or rubber lawn edging around flower beds may be permitted. The use of concrete or granite to cover the garden area is not permitted.

## 8.4 Upright Monuments

1. No monument shall be erected over a grave space in which there has been an interment.
2. Concrete foundations are required for all monuments and shall be built by the monument supplier/retailer, at the Interment Rights Holder's expense. The foundation of a monument shall be built in the designated space, according to the Owner's specifications. All foundations will not be less than 4 feet in depth.
3. All bases and die-stones shall be of a granite material.
4. No base may be less than 6 inches in thickness. The minimum length of all bases must be 2 feet. The height of the base should increase with the weight of the monument:
  - i) Minimum 6 inches
  - ii) Over 1300 pounds 8 inches
  - iii) Over 2600 pounds 10 inches

b) 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 the base due to grass cutting operation shall be considered normal wear.
5. The combined height of the monument and die shall not exceed 3 feet 6 inches or be less than 2 feet 6 inches.
6. Statuary must be manufactured in granite only and must be affixed directly to the base with dowelling. The combined height of the statuary and base must not exceed 3 feet 6 inches.
7. In all cases the base must project at least 2 inches around the perimeter of the die.
8. No monument shall be less than 8 inches in thickness.
9. The maximum size of dies and bases are as follows:
  - a) Single grave lot
    1. Die 20 inches long / 30 inches high
    2. Base 24 inches long / 14 inches wide
    3. Overall 36 inches in height
  - b) 2 grave lot
    1. Die 32 inches long / 36 inches high
    2. Base 38 inches long / 14 inches wide
    3. Overall 42 inches in height
  - c) 3 grave lot
    1. Die 48 inches long / 36 inches high
    2. Base 54 inches long / 14 inches wide
    3. Overall 42 inches in height
  - d) 4 grave lot
    1. Die 54 inches long / 36 inches high
    2. Base 60 inches long / 14 inches wide
    3. Overall 42 inches in height
10. No floral container, vase or vigil lamp shall be affixed, installed on or in any way attached to the die.
11. The Owner establishes the following tolerances with respect to marker dimensions:
  - a) ¼ inch on monument dies and bases with smooth or polished sides
  - b) ¼ inch on monument dies and bases with rock edge sides

- c) ¼ inch on flat memorials
12. All monuments shall be constructed of granite. The bottom bed of all bases for such structures shall be cut level and true.
  13. To ensure stability, no monument of any design or construction shall have any uncovered vertical joints.
  14. Only one upright monument will be permitted on a lot.
  15. One footstone made of granite and no larger than 22 x 16 inches may be placed on each grave, set flush with the ground farthest from the monument. Ceramic or photoplex pictures are not permitted on foot markers. The minimum thickness of foot markers is 4 inches.
  16. Due to our climatic conditions, which cause paint to peel off over time, no paint will be allowed on the surface of the monument except for black and white lithochrome paint for highlighting lettering and the background carving.
  17. All outstanding charges owing to the Owner must be paid by the Interment Rights Holder/monument provider, prior to the installation of the monument.
  18. The attachment of identification tags or advertisements on monuments is prohibited.
  19. Marble or soft material of any form is prohibited.
  20. The planting of shrubs or ornamental trees is not permitted. A garden, measuring no greater than the width of the lot and 18 inches from the front of the marker in depth may be planted with permission from the Cemetery. Planting is not permitted behind the marker. The use of decorative stone, wood, concrete or metal borders or framing in or around flower beds or lots is not permitted. Plastic or rubber lawn edging around flower beds may be permitted. The use of concrete or granite to cover the garden area is not permitted.

## 8.5 Shared Monuments

1. A **SHARED MONUMENT** is a single-grave, two-grave, three-grave or four-grave lot with an installed monument for those interred, on or between the lot/s. All shared monuments remain the property and responsibility of the Interment Rights Holder.
2. One urn site marker or footstone made of granite and no greater than 22 x 16 inches may be placed on each grave. The minimum thickness of these markers is 4 inches.
3. The planting of shrubs or ornamental trees is not permitted. A garden, measuring no greater than the width of the lot and 18 inches from the front of the marker in depth may be planted with permission from the Cemetery. Planting is not permitted behind the marker. The use of decorative stone, wood, concrete or metal borders or framing in or around flower beds or lots is not permitted. Plastic or rubber lawn edging around flower beds may be permitted. The use of concrete or granite to cover the garden area is not permitted.

## 9. Outside Contractors

1. No persons other than employees/volunteers of the Owner, Pinecrest Cemetery, or other contractor engaged and authorized by the Owner, will be permitted to undertake any work in the Cemetery unless expressly authorized in writing by the Owner to do so. However, Interment Rights Holders may have certain work done in accordance with the By-Laws, at their own expense, upon application to the Owner.
2. All memorial work, or placement or removal shall be striof memorials shall be done with the written permission of the Owner, obtained on the written request of the Interment Rights Holder, without which no such memorial work or placement or removal shall be done.
3. The demeanor and behavior of all persons employed or volunteering upon the Cemetery property shall be subject to the control of the Owner. Contractors, masons and stonecutters shall lay planks on the lots and paths over which heavy materials are to be moved, in order to protect these areas from damage to pathways and graves. The Interment Rights Holder at whose request any worker, contractor or volunteer undertakes any work in the Cemetery, with the prior permission of the Owner (see Section 2 above) shall be strictly liable for any claims, actions, costs, damages or expenses of any kind or nature caused to the Cemetery, or incurred by the Owner or any third party, and arising directly or indirectly out of such work or the permitted access to the Cemetery of such worker, contractor or volunteer.
4. Canvassing for sales or distributing business cards in the Cemetery is forbidden. The placement of the monument dealers, manufacturers or quarries name, insignia or trademark in any form on any monument or marker is not permitted.
5. Workers shall cease work if it is in the immediate vicinity of a funeral until the conclusion of the service. Workers will be allowed to work on the grounds, Monday to Friday, 8:30am to 4:30pm. No work is permitted on Saturdays, Sundays or Statutory Holidays.
6. Markers will be accepted for installation from April 15<sup>th</sup> to November 30<sup>th</sup>, of each year. Markers must be delivered in person to the Cemetery. Markers sent by mail or courier will not be accepted.
7. All outside contractors, subcontractors or workers, which shall include monument dealers, landscapers or steel vault companies and their own employees (referred to collectively herein as "Contractors") who may have received prior permission of the Owner to undertake any work in the Cemetery shall, before making any access to the Cemetery, provide the Owner with satisfactory proof of WSIB coverage as required by law, as well as evidence satisfactory to the Owner, that general liability insurance coverage is in place in an amount of no less than \$2,000,000. (Or such higher amount as may from time to time be established by the Owner). Such insurance shall name the Owner as an additional insured in respect of the work to be completed by the Contractors and any other activities of the Contractors in the Cemetery. The Contractors prior to undertaking any work at the Cemetery, shall agree to indemnify and hold harmless, the Owner in respect of any damage, loss, injury, or death arising out of or in conjunction with their work.
8. Foundation pourings will be scheduled periodically, as requested, from May 15<sup>th</sup> to November 30<sup>th</sup> of each year, subject to prevailing weather and soil conditions.



9. Heavy loads may be restricted during certain times of the year.

## 10. Correction of Errors

1. The Owner may, to correct any inadvertent error that may have been made by it either in making an interment, disinterment or removal, or in the description, transfer or granting of any Interment Rights or lot or grave, either cancel such grant and substitute and grant in lieu thereof other Interment Rights or lot of equal value and similar location as far as is reasonably possible and as may be selected by the Owner, in its discretion, or refund the money paid on account of the purchases of said Interment Rights.
2. In the event of any such error that may involve the interment or disinterment of the remains of any person or persons in any lot or grave, the Owner, with the permission of the local Medical Officer of Health and the Interment Rights Holder may remove and re-inter the remains in such other lot or grave of equal value similar location as may be substituted and granted in lieu thereof.

## 11. Loss or Damage

1. The Owner disclaims all responsibility for loss or damage from causes, beyond its reasonable control, to lots, structures or markers other than loss or damage that the Owner is liable to repair pursuant to the Act. In the event that it becomes necessary to reconstruct or repair monuments or memorials, any section of a lot/s or grave/s, or any portion or portions thereof in the Cemetery which has been damaged by such causes, the Owner shall give written notice of the necessity for such repair to the Interment Rights Holder of record. The notice shall be given by depositing the same in Canada Post, with postage thereon duly prepaid, addressed to the Interment Rights Holder of record at his or her address stated on the records of the Owner.
2. The Owner will not be responsible for loss or damage done to ceramic pictures, vases, vase rings, vase inserts, floral tributes, or any other memorial or ornamentation placed on a grave site in the Cemetery.

## 12. Right to Resurvey

The following rights and privileges are hereby expressly reserved to the Owner subject to the approval of the Minister as defined in the Act, to be exercised at any time or from time to time for any purpose or use connected with, incident to, or convenient for, the care, preservation of, or preparation for the interment of, human remains or other Cemetery purpose.

1. To resurvey, enlarge, diminish, alter, in shape or size, or otherwise change all or any part or portion of the Cemetery.
2. To lay out, establish, close, eliminate or otherwise modify or change the location of roads or walkways, 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 By-Laws.
3. Easements and rights of way over and through all Cemetery premises for the purpose of installing maintaining or operating pipelines, conduits or drains for sprinklers, drainage, electric or communication lines or for any other Cemetery purpose are permitted providing that no burials shall have taken place in these areas.
4. No easement or right of interment is granted to any Interment Rights Holder in any road within the Cemetery, but such road may be used as a means of access to the Cemetery as long as the Owner devotes such road to that purpose.

### **13. Effective Date**

These By-Laws and any amendments made by the Owner from time to time, shall become effective when approved by the Parish of Good Shepherd Barrhaven, filed and approved by the Registrar under the Act.