

**GENERAL BY-LAWS  
OF THE  
ST. JAMES' CEMETERY**  
February 2017

St. James' Cemetery is a non-denominational cemetery located near Roseneath, Ontario, in the beautiful rolling hills of Northumberland County. The Cemetery is nestled amongst family farms and small woodlots away from all urban development and it provides a pristine, pastoral and dignified resting place. The St. James' Cemetery was founded in 1863 by pioneer families who recognized the needs of a growing community. The Cemetery offers four options for a peaceful resting place with the opportunity to select from traditional and cremation lots, a scatter garden and eco-friendly burial sites.

The Cemetery Committee, in the discharge of their responsibilities, request the support of the public by following these by-laws, which have been adopted for the improvement and upkeep of the cemetery, to keep it a becoming, respectful and peaceful setting for the remembrance of our predecessors. These by-laws are the rules and regulations that govern St. James' Cemetery and have been approved by the Registrar of the Funeral, Burial and Cremation Services Act, 2002 (FBCSA), Bereavement Authority of Ontario.

**A. Definitions**

**Burial:** The opening and closing of an in ground lot or plot for the disposition of human remains or cremated human remains.

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

**Care and Maintenance Fund:** It is a requirement under the FBCSA that a prescribed amount or percentage of the purchase price (excluding tax) of all interment and scattering rights sold; and prescribed amounts for monuments and markers is contributed into the care and maintenance fund. If no scattering rights are sold but scattering is permitted a prescribed amount must be contributed to the fund when the scattering is conducted. Interest earned from this fund is used to provide care and maintenance of lots, plots, markers and monuments at the cemetery.

**Contract:** See Clause 23

**Grave:** (Also known as Lot) means any in ground burial space intended for the interment of a child, adult or cremated human remains.

**Interment Rights and Interment Rights Holder:** See Clauses 22 to 32

**Lots and Plots:** See Clause 21

**Monuments, Markers and Corner Posts:** See Clauses 39 to 49

**Scattering:** Shall mean the act of spreading of cremated remains over a designated area within a cemetery with the knowledge and permission of the cemetery operator and in keeping with the cemetery's by-laws. (See Clause 52)

**Scattering Rights Holder:** Any person designated to hold the right to scatter cremated human remains in a designated area within the cemetery.

**A. Administration**

**1. Cemetery Committee – Powers of the Committee Members**

The affairs of the St. James' Cemetery and St. James' Cemetery Committee shall be managed by a Committee of five members. The St. James' Cemetery Committee is a sub-committee of the Vestry of St. James' Anglican Church.

**2. Qualifications of Committee Members –**

Each Cemetery Committee Member shall be a plot owner or on behalf of the family plot owner or a member of the St. James' Anglican Church.

**3. Term on Office –**

The term of office shall be from the date of the annual meeting at which they are elected or appointed until the St. James' Vestry Meeting next following or until their successors are elected. A person elected by the Committee Members to fill a vacancy shall hold office for the balance of the unexpired term.

**4. Vacation of Office –**

Vacation of office shall be by notice in writing if he/she resigns or if by resolution passed by a majority vote of those present at a special general meeting in which he/she is removed from office for reasons detrimental to the successful operations of the St. James' Cemetery.

**5. Election –**

The procedure for conducting the election of the five (5) Committee Members shall be decided at the Vestry Meeting by Members present. The whole Committee shall retire at the Vestry Meeting but shall be eligible for re-election.

#### **6. Meetings of Cemetery Committee Members –**

The location of Committee Meetings shall be held as members may determine. Three Cemetery Committee Meetings per year shall be held and others as need requires. A meeting of the Members may be convened by the Chair or any two Committee Members at a time providing all directors receive a notice five days prior. A Committee Meeting shall be held immediately following the Annual Vestry Meeting to elect officers for the coming year.

#### **7. Quorum –**

Three Committee Members shall constitute a quorum to transact business. Questions arising at any meeting of the Cemetery Committee shall be decided by a majority vote.

#### **8. Officers –**

The Cemetery Committee Members may elect or appoint annually or as deemed necessary, a Chairman and a Secretary/Treasurer.

#### **9. The Secretary –**

The Secretary shall keep a book or books recording Minutes of the Meetings, By-Laws and any special resolutions of the Committee, copies of certificates of interment rights and important agreements and general correspondence.

#### **10. The Treasurer –**

The Treasurer shall have the care of all funds and securities of the Cemetery Committee and shall deposit the same in the name of the Committee as the Cemetery Committee may dictate. The Committee Members may decide to bond the Secretary/Treasurer. The Treasurer shall be responsible for preparing and presenting a Financial Report at the Annual Vestry Meeting. A statement of income and expenses is to be available at Cemetery Committee Meetings.

#### **11. Signing Authority –**

For cheques and other bank/financial documents, the Cemetery Committee shall designate three of its members to have signing authority. Signing authority on an individual document shall consist of any two signatures of the designated committee members, e.g. the Chair and the Secretary/Treasurer.

#### **12. Annual Meetings –**

For the election of Cemetery Committee and transaction of cemetery business may be held at the St. James' Vestry Meeting.

#### **13. Superintendent or Caretaker or Maintenance Staff –**

Positions for adequate care of the Cemetery shall be negotiated with Cemetery Committee as well as remuneration.

#### **14. Annual Assessment –**

Annual Assessment shall be made by Cemetery Committee of all elected or appointed or paid positions regarding duties, responsibilities and remuneration re: maintenance and improving the St. James' Cemetery.

**B. BYLAWS PERTAINING TO GENERAL INFORMATION**

15. **Hours of operation** – Daylight hours and preferably in business hours

16. **General Conduct** –

The cemetery reserves full control over the cemetery operations and management of land within the cemetery grounds.

No person may damage, destroy, remove or deface any property within the Cemetery. All visitors should conduct themselves in a quiet manner that shall not disturb any service being held.

No person or company shall commence any type of work, including but not limited to, grave opening, grass cutting or snow clearing in St James' Cemetery without first signing a contract/agreement with the Cemetery Committee.

17. **By Law Amendments** -

The cemetery shall be governed by these bylaws, and all procedures will comply with the Funeral, Burial & Cremation Services Act, 2002 and Ontario Regulation 30/11, which may be amended periodically.

All by-law amendments must be:

- a) published once in a newspaper with general circulation in the locality in which the cemetery is located;
- b) availability of by-laws be conspicuously posted on a sign at the entrance of the cemetery; and
- c) delivered to each supplier of markers who has delivered a marker to the cemetery during the previous year, if the by-law or by-law amendment pertains to markers or their installation.

All by-laws and by-law amendments are subject to the approval of the Bereavement Authority of Ontario.

18. **Liability** -

The cemetery operator will not be held liable for any loss or damage, without limitation (including damage by the elements, Acts of God, or vandals) to, any lot, plot, columbarium niche, mausoleum crypt, monument, marker, or

other article that has been placed in relation to an interment or scattering right save and except for direct loss or damage caused by gross negligence of the cemetery.

**19. Public Register -**

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

**20. Right to Re-Survey -**

The Cemetery has the right at any time to re-survey, enlarge, diminish, re-plot, change or remove plantings, grade, close pathways or roads, alter in shape or size, or otherwise change all or any part of the cemetery, subject to approval of the appropriate authorities.

**C. Sale and Transfer of Interment Rights to Lots**

Purchasers of interment or scattering rights holders acquire only the right to direct the burial of human remains and the scattering of cremated human remains, and the installation of monuments, markers and inscriptions, subject to the conditions set out in the cemetery by-laws. In accordance with cemetery by-laws, no burial, entombment, scattering, or installation of any monument, marker, inscription, or memorialization is permitted until the interment rights have been paid in full. An interment rights certificate will be issued to the interment rights holder(s) when payment has been made in full. The purchase of interment rights is not a purchase of Real Estate or real property.

**21. Definitions –**

- A) For the purpose of these By-Laws a **lot** is a single grave space.
- B) For the purpose of these By-Laws a **plot** is multiple individual lots in which the rights to interment have been sold to a named person as a unit.

**22. Price of Interment Rights and Other Ancillary Fees –**

Interment rights to lots shall be sold at prices set by the Cemetery Committee. The plan of lots filed with the Bereavement Authority of Ontario is on file with the Secretary of the Committee. Other fees, as required to cover the costs of the operation of the Cemetery, may be set by the Cemetery Committee.

**23. Contract –**

All purchasers of Interment Rights must sign a contract with the Cemetery as adopted by the Cemetery Committee and filed with the Bereavement Authority of Ontario detailing obligations of both parties and acceptance of the By-Laws.

**24. Cancellation of Interment Rights within 30 Day Cooling-Off Period -**

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

**25. Cancellation of Interment or Scattering Rights after the 30 Day Cooling-Off Period –**

Upon receiving written notice from the purchaser of the interment or scattering rights, the cemetery operator will cancel the contract and issue a refund to the purchaser for the amount paid for the interment or scattering rights less the appropriate amount that is required to be deposited into the care and maintenance fund. This refund will be made within thirty (30) days of receiving said notice. If the interment rights certificate has been issued to the interment rights holder(s), the certificate must be returned to the cemetery operator along with the written notice of cancellation. If any portion of the interment or scattering rights has been exercised, the purchaser, or the interment rights holder(s) are not entitled to cancel the contract or re-sell the interment or scattering rights.

**26. Resale of Interment or Scattering Rights to a third party is prohibited -**

If a rights holder(s) wishes to re-sell the interment or scattering rights, the rights holder(s) must make the request to the Cemetery Committee in writing. The Cemetery Committee will repurchase the interment or scattering Right at the price listed on the Cemetery Committee's current price list less the care & maintenance fund contribution made at the time of purchase. The re-purchase and payment to the rights holder requesting the sale must be completed within 30 days of the request.

**27. Return of Interment or Scattering Rights Certificate -**

The interment or scattering rights holder requesting the resale of the rights must return the interment or scattering rights certificate to the Cemetery Committee and the rights holder(s) must endorse the interment or scattering rights certificate, transferring all rights, title and interest back to the

Cemetery Committee. The appropriate paperwork must be completed before the Cemetery Committee reimburses the rights holder(s).

**28. Transfer of Rights –**

If Interment Rights are transferred, the Rights Holder(s) must return the Interment Rights Certificate to the Cemetery who will then issue a new Certificate of Interment Rights to the transferee.

**29. Form of Certificate of Interment Rights –**

Interment Rights shall be conveyed by such form of Interment Rights Certificates as adopted by the Cemetery Committee and filed with the Ministry.

**30. Issue of the Certificate –**

The Interment Rights Certificate shall be issued to only one of the Rights Holder(s) and only after all arrears connected with the lot have been paid in full.

**31. Limits of Rights –**

The Interment Rights belong only to the persons named on the Certificate and there is no transmission of interest through Death. The number and type of interments allowed in the traditional lots is at the discretion of the Cemetery Committee. In traditional lots, the interment limit is one interment within a concrete vault plus up to two cremation urns. For limits of rights in eco-friendly section see Section G. In lots 112 to 183, Rights Holders may choose to use double depth burial as described in the Funeral, Burial and Cremations Act, 2002. Limits of Rights for cremation lots are described in a subsequent section of these By-Laws.

**32. Arrears –**

No rights shall be exercised, transferred or services provided unless all arrears connected with the lots have been paid in full.

**D Interments**

**33. Permits –**

A burial permit issued by the Division Registrar showing that the death has been registered or in the case of cremation a Certificate of Cremation must be deposited with the Secretary of the Cemetery Committee before an interment may take place.

**34. Written Permission –**



Written permission must be submitted to the Cemetery Committee by the Interments Rights Holder for any interment other than the Interments Rights Holder and those named on the original purchase certificate for each lot.

**35. Charges Incurred –**

Persons ordering graves will be held responsible for charges. No interment or other services or supplies will be provided for a lot until arrears, charges and fees are paid in full.

**36. Cremation Interments –**

Cremations may be interred in lots other than cremation lots including family plots as specified in the by-laws

**37. Animals –**

Bodies of animals (other than humans) shall not be placed in the cemetery.

**38. Disinterments –**

All disinterments will be done in accordance with the Funeral, Burial and Cremation Act, 2002

**E Monuments and Markers and Corner Posts**

**39. Definitions -**

- A) For the purpose of these By-Laws a **marker** shall be understood to be any permanent memorial structure.
- B) For the purpose of these By-Laws a **monument** shall be any marker that is not flush with the ground.
- C) "**Corner markers**" shall mean any stone 6"x6"x4" set flush with the ground with name or initials engraved and used to indicate the boundaries of the lot or plot. Corner markers are mandatory on all lots or plots and will be placed by the Committee at the owner's expense. The cost of the corner markers is the responsibility of the rights holder.

**40. Only One Monument to a Plot -**

No more than one monument may be erected or placed on a plot regardless of the number of graves in that plot.

**41. Single Width Graves –**

One monument no wider than 61 centimeters (24 inches) (base included) is allowed on a single width plot.

**42. Double Width Plots –**

One monument no wider than 1.2 meters (48 inches) (base included) is allowed on a double width plot.

**43. Triple Width Plots –**

One Monument no wider than 1.5 meters (60 inches) (base included) is allowed on each triple width or more grave width plot. Clauses 41, 42 and 43 are to allow mowers and trimmers to pass in between adjacent monuments and to keep appropriate spacing for aesthetic reasons.

**44. Foundations –** All monuments taller than 1 foot shall have a 4 foot deep foundation at the owner's expense.

**45. Installments –**

All markers are to be installed with a Cemetery Committee Member present.

**46. Care and Maintenance Fund –**

All markers installed in the Cemetery shall have the proper amount of money deposited in the care and maintenance fund as regulated by the Funeral, Burial and Cremation Act, 2002. Also, supplementary fees as specified in the price list are due to the Cemetery Committee prior to installation of the monuments or markers.

**47. Thickness of Slant Markers –**

Slant markers must be 15cm thick on the leading (top) edge and 7.5cm thick on the bottom edge (6 inches X 3 inches) and have a granite or solid concrete base around the marker with a maximum 2.5 cm surround to a depth of 10cm (four inches). The granite or concrete apron is to prevent the monuments from cracking.

**48. Heights and Thicknesses –**

All monuments must conform to the following height restrictions:

Monuments up to 0.8m (32") high must be at least 15cm (6") thick;  
Monuments up to 0.8 to 1.0m (32 to 40") must be at least 17.8cm (7") thick;  
Monuments up to 1.0 to 1.4m (40 to 55") must be at least 20.3cm (8") thick;

Any monument higher than 1.4m (55") must have plans submitted for approval by the Cemetery Committee and may be denied for practical reasons.

#### **49. Footstones –**

One footstone with a flat level surface set flush with the ground may be placed at each grave (in addition to the monument). This footstone shall be placed at the end of the grave farthest from the monument. All footstones are to be installed with a Cemetery Committee Member present.

### **F. Cremation Lots and Markers**

#### **50. Cremation Lots and Markers –**

The dimensions of cremation lots are 1m x 2m allowing for the interment of up to 4 urns. Also, some half-lots have been created for the interment of a maximum of 2 urns. The half-lots are 1m x 1m. Marker sizes for the cremation lots shall be a maximum of 40cm x 60cm with a maximum concrete surround of 7.5cm around the marker. Maximum marker sizes for the half lots shall be 20cm x 60cm. The markers shall be placed on a granite or solid concrete base with a maximum 2.5 cm surround. All markers shall be slant markers and conform to Clause 47.

#### **51. Type of Material -**

All markers must be constructed solely of natural stone or bronze, with the exception of ecofriendly lots which require natural stone

#### **52. Scatter Garden –**

Those who do not wish to purchase interment rights for a lot may scatter the ashes of the deceased in the St. James' Cemetery "Scatter Garden". The Scatter Garden has turf grass and a few shrubs growing in it. A patch of sod will be lifted in order to scatter the ashes and then the sod patch will be replaced to grow again. The ashes, once scattered, cannot be retrieved. There shall be a prescribed fee for placing ashes in the Scatter Garden and an additional fee is to be paid if a plaque is to be placed on the Memorial Wall at the entry of the Scatter Garden. No scattering of ashes is allowed other than within the Scatter Garden.

#### **53. Inscriptions –**

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

### **G. Eco-Friendly Burial**

Eco-Friendly burial is a means of placing a body at rest minimizing the impact on the environment. In an eco-friendly burial, the body is placed in a biodegradable casket or covering, is returned to the earth and is naturally recycled into new life.

All interment materials must be completely biodegradable and eco-friendly. Any fluids used on the body must be certified as eco-friendly. There can be no synthetic materials or metals used in the fabrication or decoration of the coffin or container. Only natural wood coffins or urns, shrouds or biodegradable body bags may be used as containers. There must be no outside containers of any type.

The site is seeded to native grasses and wildflowers to provide natural habitat. The grass will be clipped infrequently only to control unwanted invasive plant species. Whenever possible, clipping will be timed to minimize the impact on birds which nest in meadows. Lots are a spacious 1.2m X 3m (4ft X 10ft) and all markers shall and conform to Clauses 41 to 48.

### **H. Flowers**

#### **54. Off the Ground –**

All flowers must be potted and placed in a stand of which the design has been passed by the Secretary of the Cemetery Committee. The stand is to be placed at the corner of the marker.

#### **55. Fresh Flower and Small Pots –**

Fresh Flower and smaller pots may be placed on a grave to commemorate special occasions, however, the Cemetery Committee assumes no responsibility and will remove these and all containers when they become unsightly.

#### **56. Flower Beds –**

No flowers or flower beds may be planted on the ground.

### **I. General**

**57. Trees and Shrubs -**

Trees and shrubs and decorations in the Cemetery must meet the approval of the Trustees. The Cemetery reserves the right to remove any that were not approved and prune any that grow too large.

**58. Animals Prohibited -**

No Animals shall be permitted in the Cemetery except seeing-eye dogs.

**59. Chairs, Trellis, etc. Prohibited Articles -**

No chair or bench, wooden or wire trellis, arch or iron rods or similar articles shall be brought to or left upon the lots.

**60. Cemetery Committee Members Not Responsible for Portable Articles -**

The Trustees will not be responsible for loss of, or damage to any portable articles left in the cemetery.

**61. Arrears -**

No markers may be installed on a lot until all arrears connected with that lot have been paid in full.

**62. Removal -**

The Cemetery reserves the right to remove any markers found to be in contravention of these regulations.