



St. James'

CEMETERY & CREMATORIUM

THE BY-LAWS: RULES & REGULATIONS

**A BY-LAW RELATING GENERALLY TO THE TRANSACTION
OF THE BUSINESS AND AFFAIRS OF THE CEMETERY**



Preface

The Cemetery is owned by the Cathedral Church of St. James and is situated on Parliament Street at the Bloor Street Viaduct in one of the most picturesque parts of the City. It is intersected by the Rosedale Ravine and overlooks to the east valley of the Don River.

The property was purchased by the Cathedral for a burial ground in 1844 and was consecrated by Bishop Strachan in 1845.

These by-laws may be changed or amended at any time by the Cathedral, subject to the approval of the Registrar of the Funeral Burial and Cremation Services Act, 2002 (“FBCSA”), administered by the Bereavement Authority of Ontario.

The Cemetery is licensed to act as a cemetery in accordance with the FBCSA.

The Cemetery’s goal is, with the assistance of its patrons and visitors, to maintain an attractive and peaceful refuge.



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Interpretation

1.1 Definitions: In this by-law, unless the context otherwise specifies or requires:

- (a) “Act” means the Funeral, Burial and Cremation Services Act, 2002 of Ontario, as amended and its regulations, as each it may be amended or substituted therefore;
- (b) “BAO” means the Bereavement Authority of Ontario;
- (c) “Body” means the body of a deceased person;
- (d) “Care and Maintenance Fund” means the trust fund in which all moneys received by the Cemetery for the care and maintenance of Lots, Plots and Monuments have been invested;
- (e) “Cathedral” means The Cathedral Church of St. James, as represented by its rector and church wardens;
- (f) “Cemetery” means St. James’ Cemetery and Crematorium, located at 635 Parliament Street, Toronto;
- (g) “Certificate of Interment Rights” means the certificate issued by the Cemetery to the purchaser of Interment Rights in a Lot, Plot or Niche to evidence ownership thereof;
- (h) “Columbarium” means a structure containing Niches;
- (i) “Corner Post” means any stone or other land marker set flush with the surface of the ground and used to indicate the location of a Lot;
- (j) “Cremated Remains” means the residue after cremation of a Body and of the casket or container in which it was received;
- (k) “Cremation Lot” means any burial space intended to receive not more than four (4) Cremated Remains and having a minimum size of 60.96 cm (2 feet) by 60.96 cm (2 feet);
- (l) “Estate” means the executor, administrator, estate trustee or legal representative of a deceased person;
- (m) “FBCSA” means the Funeral, Burial and Cremation Services Act, 2002 of Ontario and its regulations, as amended;
- (n) “Grave” means a burial space intended for a Body, and having a size of 91.44 cm (36 inches) by 3.05 meters (10 feet);
- (o) “Interment Rights” means the right to require or direct the interment of human remains in a Lot;
- (p) “Interment Rights Holder” means a person owning Interment Rights with respect to a Lot and includes a purchaser of Interment Rights under the FBCSA 2002;
- (q) “Lot” means one (1) Grave space in the Cemetery containing, or set aside to contain, human remains and may be single or double depth;
- (r) “Manager” means the person appointed by the Cathedral to manage the Cemetery;
- (s) “Marker” means any permanent memorial set flush with the surface of the ground, and used to mark the location of a Lot;
- (t) “Monument” means any permanent memorial projecting above the ground level;
- (u) “Niche” means a sealed compartment containing cremated human remains;
- (v) “Plan” means the plan of the Cemetery, approved by the Registrar;
- (w) “Plot” means two (2) or more Lots in which the rights to inter have been sold as a unit;
- (x) “Registrar” means a person appointed by the BAO to act as a Registrar pursuant to the FBCSA;
- (y) “Scattering” means the act of spreading cremated remains over a designated area within the Cemetery with the knowledge and permission of the Manager and in keeping with the Cemetery’s by-laws.

1.2 Save as aforesaid, words and expressions defined in the FBCSA have the same meanings when used herein.

1.3 Words importing number include the singular and the plural, words importing gender include the masculine, feminine and neuter genders and words importing persons include individuals, corporations, partnerships, trusts and unincorporated organizations.

1.4 The headings used in the by-law are for reference purposes only and are not to be considered or taken into account in construing the terms and provisions thereof or to be deemed in any way to clarify, modify or explain the effect of any such terms or provisions.

Administration of Cemetery



2.1 The Cathedral shall exercise full and complete control of the Cemetery and its property, assets and operations, and it shall appoint a Manager to be responsible for:

- (a) the control and management of the operations of the Cemetery, and its buildings, plantings, roads, utilities, books and records;
- (b) the administration of the by-laws of the Cemetery, and
- (c) the carrying out of such other activities may be necessary or desirable to further the operations of the Cemetery.

2.2 No interment or removal of Bodies shall take place without notice to the Manager, and he/she shall see that a proper burial permit or other certificate required by law is issued in each instance.

2.3 The Cemetery disclaims all responsibility for loss or damage from causes beyond its control, including damage caused by the elements, and acts of God or vandals to any Lot, Plot, Columbarium, Niche, Monument, Marker, or any 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.

2.4 The Cemetery shall take reasonable precautions to protect the property of Interment Rights Holders but it assumes no liability or responsibility for the loss of, damage to, any article of any type that is placed on any Lot or Plot.

2.5 Hours of Operation:
Cemetery Visitation –
Dawn to Dusk – Monday to Sunday
Office Hours-
Mon. to Fri. 8:00 am - 5:00 pm
Sat. 8:00 am – 12:00 pm

Burial Hours-
Mon. to Fri. 9:00a.m - 3:00p.m.
Sat. 9:00 am – 11:30 am

2.6 The Cemetery will maintain a public register that is available to the public during office hours as required by the FBCSA.

2.7 Pets or other animals, including cremated animal remains, shall not be buried on Cemetery grounds.

2.8 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 Registrar.

Sale and Transfer of Interment Rights

- 3.1** Interment Rights may be purchased from the Cemetery and according to the plans filed with the Registrar that are on file in the office of the Manager. The price for Lots includes the applicable portion for deposit to the Cemetery's Care and Maintenance Fund.
- 3.2** The deposit to the Care and Maintenance Fund shall be as specified in the FBCSA, as follows:
- In the case of a Grave for the burial of an adult, the greater of 40% of the selling price or \$250.
 - In the case of a Grave for the burial of a child or of Cremated Remains, the greater of 40% of the selling price or \$150.00.
 - In the case of a Niche, the greater of 15% of the selling price or \$100.
- 3.3** Income from the Care and Maintenance Fund shall be used by the Cemetery to maintain Lots, Plots, Markers and Monuments at the Cemetery.
- 3.4** Payment for Interment Rights shall be made at the office of the Cemetery. Payment schedules and terms and conditions of payment will be supplied at that time.
- 3.5** The Cemetery shall provide each Interment Rights Holder at the time of sale with:
- A copy of the contract,
 - A copy of the Cemetery By-laws,
 - Upon payment in full, a Certificate of Interment Rights, and
 - A copy of the Consumer Information Guide to Funeral, Burials and Cremation Services.
- 3.6** A purchaser of Interment Rights shall acquire the right and privilege of burial of the dead and of constructing Monuments or placing Markers, subject to the Cemetery by-laws from time to time in force and approved by the Registrar.
- 3.7** Interment Rights previously sold, for which provision for care and maintenance has not been made, may be placed under this plan by the payment of the charges approved by the Registrar.
- 3.8** In the event of the death of an Interment Rights Holder before the Interment Rights have been exercised by him or her, the following provisions, in the order of priority provided for, will apply:
- If the Interment Rights Holder provided a written, notarized declaration providing for the transfer of the Interment Rights to a particular person or persons upon his or her death, then the Interment Rights will be transferred to such person or persons;
 - If the Interment Rights Holder left a will pursuant to which an estate trustee is appointed, then a notarial copy of the will may be provided and the estate trustee may transfer the Interment Rights on behalf of the Estate of the deceased Interment Rights Holder;
 - If there is no will but a Certificate of Appointment of Estate Trustee Without a Will has been issued, then the estate trustee so appointed may transfer the Interment Rights on behalf of the Estate of the deceased Interment Rights Holder;
 - If there is no will and a Certificate of Appointment of Estate Trustee Without a Will has not been issued, then the heirs-at-law of the deceased, unanimously, may provide a written, notarized declaration as to the manner in which the Interment Rights will be disposed of and transferred.
- 3.9** The Cemetery will confirm that the Interment Rights Holder transferring the said rights is the person registered on the Cemetery's records as its owner and will provide to the purchaser the following documents:
- an interment or scattering rights certificate endorsed by the current Rights Holder;
 - a copy of the Cemetery's by-laws;
 - a copy of the Cemetery's price list;

- (d) a statement of the number of Lots that have been used in the Plot, if applicable and of the number of Scattering Rights available, if applicable.

3.10 Interment Rights or Scattering Rights shall not be transferred unless all money owing to the Cemetery by the current Rights Holder in respect of their purchase has been paid in full.

3.11 Once payment for Interment Rights or Scattering Rights has been made in full and a certificate has been issued in that regard, the Interment Rights or Scattering Rights may be transferred in accordance with the following provisions:

- (a) The Interment Rights or Scattering Rights shall first be offered to the Cemetery for a purchase price not greater than the current price listed on the Cemetery price list less the original contribution to the Care and Maintenance Fund;
- (b) If the Cemetery does not wish to repurchase the said rights, then they may be sold to a third party at a price not more than the current price listed on the Cemetery price list;
- (c) The Interment Rights Holder will provide the Cemetery with the Interment or Scattering Rights certificate, together with a document of transfer signed by the Interment Rights Holder setting out the date of transfer, the name and address of the purchaser, a statement of the number of Lots in the Plot that remain available or the number of Scattering Rights being sold, as the case may be, confirming that the Interment Rights Holder is the person registered on the Cemetery records as the owner thereof and that they have the right to resell the said rights for a price not more than the current price listed on the Cemetery price list less the original contribution to the Care and Maintenance Fund.

3.12 If all or any portion of the Interment Rights or Scattering Rights have been exercised, then they may not be transferred or re-sold.

3.13 The third party purchaser will be provided with the following documents by the Cemetery:

- (a) An interment or scattering rights certificate endorsed by the current Interment or Scattering Rights Holder.

- (b) A copy of the Cemetery's current bylaws.

- (c) A copy of the Cemetery's current price list.

- (d) If the resale involves Interment Rights, a written statement of the number of Lots that have been used in the Plot and the number of Lots that remain available.

- (e) If the resale involves Scattering Rights, a written statement of the number of Scattering Rights available.

- (f) Any other documentation in the Interment Rights Holder(s) possession relating to the rights.

3.14 Any purchaser of supplies or service from the Cemetery may cancel the contract by giving thirty (30) days prior written notice to the Cemetery. No supplies will be ordered or services applied by the Cemetery until the said thirty (30) day period has passed.

3.15 No refund will be made if the supplies or services are provided within thirty (30) days after the contract is made because of the death of the person for whom the supplies or services were contracted.

3.16 Any purchases of wreaths or floral tributes are exempt from the thirty (30) days cancellation clause. No refund will be given.

3.17 If any Interment Rights have not been used after a twenty (20) year period has passed, the Cemetery may apply to the Registrar for a declaration that the Interment Rights are abandoned after making reasonable inquiries and giving reasonable notice to the Interment Rights Holder. Upon being satisfied that the rights are abandoned, the Registrar shall issue a declaration to that effect. If there is no appeal by the end of the time period allowed by the Registrar, the Cemetery may resell the Interment Rights in question.



3.18 If Interment Rights are resold by the Cemetery after being declared abandoned, the original Interment Rights Holder may apply to the Registrar for redress. Upon receiving an application for redress, the Registrar may order the Cemetery to provide better or equivalent Interment Rights in the Cemetery, or to refund the amount that it would cost to purchase better or equivalent Interment Rights in the Cemetery or if no Interment Rights are available in the Cemetery, in the closest cemetery appropriate to the religious or ethnic affinities of the person whose Interment Rights have been resold.

3.19 The Cemetery may accept payment by installments for Interment Rights sold on a pre-need basis only as follows:

- (a) A deposit of at least 35% of the purchase price is required at the time of application for purchase is signed.
- (b) The balance is to be paid by twelve (12) monthly payments.
- (c) Should the payments fall behind for a period of three (3) months, the Cemetery may repossess the Interment Rights.
- (d) Interments shall not be made nor a monument erected until all indebtedness has been satisfied.

3.20 The Cemetery reserves the right to refuse interment or improvements on any Lot on which charges are due and unpaid.

Interment and Disinterment

- 4.1 Winter burials shall take place weather permitting.
- 4.2 Not more than one burial shall be made in any single Grave except:
- (a) In areas designated for double depth burial, the first interment must be made at the lower level.
 - (b) The Cremated Remains of not more than four (4) persons may be placed within a single Grave.
 - (c) A 60.96 cm x 30.48 cm (24" x 12") infant container may be buried at the head end of a single Grave in which a casket containing human remains has been buried, provided space is available.
- 4.3 Remains to be buried in a Lot must be enclosed in a container, sealed securely, and of sufficient strength to permit burial with the container remaining intact. The container must be of a size to permit burial within the size of the Grave.
- 4.4 All interments shall be authorized in writing by the Interment Rights Holder or, if the Interment Rights Holder has died, by his or her Estate. If Interment Rights are owned jointly by two or more persons, then said authority shall be provided by all said persons or their respective Estates.
- 4.5 A Cemetery employee shall be in attendance at each interment.
- 4.6 A burial permit issued by the Registrar, showing that the death has been registered and the fee for the opening of the Lot has been paid, must be deposited with the Manager or his/her delegate before interment can take place. Fees may be invoiced if authorized in writing by the Cemetery.
- 4.7 In the case of a cremation interment or inurnment, the cremation certificate and the prescribed fee for this service must be deposited with the Manager or his/her delegate. Fees may be invoiced if authorized in writing by the Cemetery.
- 4.8 Persons requesting interments in Lots or Plots shall be held responsible for charges incurred.
- 4.9 No Lot or Niche shall be opened for interment or disinterment by any person not in the employ of the Cemetery.
- 4.10 The interment fee includes the opening and closing of the Lot or Niche and the registration of the burial.
- 4.11 No person shall remove human remains, except Cremated Remains, from the Cemetery unless a certificate of a Medical Officer of Health has been received by the Cemetery. A burial certificate under the Vital Statistics Act is not required to re-inter human remains that have been disinterred pursuant to the FBCSA.
- 4.12 The Cemetery will exercise all due care in making burials and interments but is not responsible for damage to any casket, urn or other container sustained during disinterment.
- 4.13 No interment shall be permitted in any Lot or Niche where the burial rights have not been paid in full.
- 4.14 Funeral corteges within the Cemetery shall follow the route indicated by the Manager.



- 4.15** The Cemetery reserves the right, at its cost, to correct any error that may be made by it in making interments, in the description of the Lot, or the transfer or conveyance of any Interment Rights. The Cemetery may either cancel such grant or substitute other Interment Rights or Lot of equal value and similar location, as far as is reasonably possible, or it may refund all money paid on account for such purchase. Notice may be mailed to the Rights Holders or their legal representatives, at their last appearing address in the record books of the Cemetery. In the event any such error may involve the disinterment of remains, the Cemetery shall first obtain the approval of any regulatory authority and the Interment Rights Holder.
- 4.16** The Cemetery shall not be held responsible for any errors made for any funeral arrangements made over the phone. These arrangements should be made in writing.
- 4.17** Notice of each interment to be made shall be given to the Manager at least 24 hours in advance, 8 hours of which must be regular working hours. The Cemetery cannot be held responsible for having lots prepared for funerals unless such notice is given.
- 4.18** No interment shall be made on Sunday or Statutory Holidays unless the Cemetery is ordered to do so by a representative of the Ministry of Health.
- 4.19** Extra charges shall be paid for the following:
- (a) Sunday or Statutory Holidays interments, subject to paragraph 4.18 above.
 - (b) Saturday full burial interments.
 - (c) Double depth Grave openings or, where an additional interment is required but the Grave space is already occupied at regulation depth, for the purpose of deepening the original interment.
 - (d) Funerals reaching the Cemetery after the hour of four o'clock in the afternoon.
- 4.20** Cremated Remains may be scattered only within the designated common scattering garden area in the Cemetery.
- 4.21** Cremated Remains are not permitted to be scattered on a Grave.
- 4.22** Once scattered, Cremated Remains cannot be retrieved.

Pre-Need Services

PURCHASE

- 5.1 All funds received for pre-need supplies or services shall be deposited by the Cemetery within sixty (60) days of receipt into a trust fund designated as the Pre-need Assurance Fund established with a corporation registered under the Loan and Trust Corporations Act, 1989 as a trustee. If the supplies or services are provided within such sixty (60) day period because of the death of the person for whom the supplies or services were contracted then said deposit will not need to be made.
- 5.2 The trustee of the Pre-need Assurance Fund shall hold all money received for the benefit of the purchaser until that portion of the contract in respect of which the money was paid is complete.
- 5.3 When only a portion of a contract is completed, the said trustee shall pay to the Cemetery the lesser of:
- the current market price filed with the Registrar for the supplies or services or,
 - an amount equal to the payments made for the supplies or services together with income accrued on those payments.

Should the amount exceed the current price for the services, the excess shall be paid to the owner of the contract or to the Estate of the person for whom the services were contracted within twenty (20) days after receiving payment.

CANCELLATION

- 5.4 Any purchaser of pre-need supplies or services may cancel the contract by written notice to the Cemetery at any time before the services or supplies are provided.
- 5.5 Within thirty (30) days of receiving notice that a contract is cancelled, the Cemetery shall refund to the purchaser all money received under the contract together with the income thereon.
- 5.6 If the contract is cancelled after thirty (30) days, the Cemetery may retain an amount equal to 10% of the amount paid by the purchaser for the pre-need services or supplies, together with any income earned by the Cemetery on the 10% since the purchase, or \$350 whichever is less.
- 5.7 It is a condition of every contract for the purchase of pre-need supplies or services that the contract is cancelled
- if the Cemetery has reasonable grounds to believe that the beneficiary has or would have, reached the age of 120 years; and
 - if the Cemetery is unable, after making reasonable efforts, to determine if the beneficiary is alive.
- 5.8 The purchaser of pre-need supplies or services will receive from the Cemetery a certificate of entitlement to the said supplies and or services.

Care of Lots, General

- 6.1** All Lots and Plots shall be maintained and kept properly graded, sodded and mown by the Cemetery.
- 6.2** No person shall do any work upon a Lot without the permission of the Manager.
- 6.3** Trees, shrubs, flowering or other plants may be cultivated on Lots, but only such varieties that are in keeping with the general plan of the grounds and subject to the approval of the Manager. No trees or shrubs growing within any Lot may be removed or altered without the consent of the Manager.
- 6.4** Dwarf evergreens are permitted only on side by side (double) Lots having a Monument and only one shall be planted on either side of the Monument. All plantings must be approved by the Manager.
- 6.5** The height of all shrubs and ornamental trees shall at no time exceed 0.91 meter (3 feet) above adjacent ground level.’
- 6.6** The diameter of all shrubs and ornamental trees at their widest point, including all foliage, shall at no time exceed 35.56 cm (14 inches), or obstruct adjacent Lots.
- 6.7** Interment Rights Holders desiring outside gardeners to do work on their Lots must furnish the Manager with written authority and plans for the same, to be approved by the Manager. Gardeners or florists or their employees shall not enter the Cemetery on Sunday for business purposes.
- 6.8** If any trees or shrubs situated in any Lot shall have become by means of their roots or branches or in any other way, detrimental to the adjacent lots, drains, roads or walks, or prejudicial to the general appearance of the grounds or inconvenient to the public, or impede burials, the Board may remove such trees, shrubs or parts thereof after 30 days notice to the Interment Rights Holder.
- 6.9** Permission must be obtained from the Manager before removing flowers, plants, ribbons or other article from the Lots.
- 6.10** No glass containers of any kind are allowed in the Cemetery at any time.
- 6.11** Nails, wires, articles of glass or pottery or any other material that creates a hazard to workers and to visitors when neglected or broken are not permitted in the Cemetery.
- 6.12** Concrete or granite borders around approved gardens in front of Monuments are sanctioned. The Cemetery is not responsible for damage to borders in the process of burials or in regular maintenance.
- 6.13** Implements or materials used in doing any work within the Cemetery shall be removed without delay and if this is not done, the Manager shall remove the same and the costs may be charged to the Interment Rights Holder.
- 6.14** No Interment Rights Holder shall change the grading of their Lot, and in the case of any such change, the Manager may restore the Lot to its original grade at the expense of the Interment Rights Holder.
- 6.15** No unauthorized person shall install sod or move Corner Posts or Markers.
- 6.16** The Cemetery shall not be responsible for loss of or damage to any articles left upon any Lot or Plot.

Care of Lots, Flowers

- 7.1 The Cemetery reserves the right to remove all flowers, potted plants, wreaths and baskets of flowers when they become withered or unsightly, or for any other reasons.
- 7.2 Artificial flowers are permitted, provided they are properly maintained and not detrimental to the general maintenance of the Cemetery.
- 7.3 Vases, urns and flower stands not properly cared for may be removed from the lot, and any stand, holder, vase or other receptacle for flowers that is unsightly or unsuitable may be prohibited or removed by the Manager.
- 7.4 Flower beds may extend 0.3 meters (12 inches) or less from the Monument or Marker and not beyond the width of the Monument or Marker.
- 7.5 To preserve the orderly appearance in the Cemetery, any flower bed of the previous year which has not been planted by June 15th, may be sodded and the cost charged to the Interment Rights Holder.
- 7.6 Flower beds should be cleared of tender plants after the first frost of the autumn. Rights Holders desiring to take any plants away should do so before their removal becomes necessary.
- 7.7 Potted plants must not be buried but must be placed on top of the ground as close to the Monument base as practical within a designated garden area.
- 7.8 All persons who place potted plants or urns, not planted by the Cemetery, are responsible for their upkeep and must remove them by October 15 of each year.
- 7.9 Artificial wreaths without glass or plastic covers may be placed on the Lot after November 1, provided they are securely fastened to the Monument or, where there is no Monument, mounted on a stand of at least 76.20 cm (30 inches) high and securely anchored to the ground.
- 7.10 To preserve the proper appearance of the grounds, artificial wreaths must be removed before April 1st of each year, failing which the Cemetery will remove them and dispose of them.
- 7.11 No enclosed containers shall be used to hold candles that are not part of the existing monument unless approved by the Manager.

Monuments and Markers, General Information

- 8.1** No Monument or other structure shall be erected or permitted on a Lot until accrued charges have been paid in full.
- 8.2** No inscription shall be placed on any Monument or Marker which is not in keeping with the dignity and decorum of the Cemetery.
- 8.3** No Monument, footstone, Marker or memorial of any kind shall be placed, moved, altered or removed without permission from the Manager.
- 8.4** Candle holders and vases may constitute part of a Monument if they are made principally of bronze or stainless steel. If a translucent section is necessary, it must be made of an unbreakable, heat-resistant glass or of a plastic material that is fire resistant. In addition, the following provisions shall apply:
- (a) Candle holders must be included in determining the overall size of the memorial.
 - (b) A maximum of two candles or vases may be placed on the base of a Monument. They must be centered on the end or ends of the base.
 - (c) A candle holder must be adequately drained to prevent any collection of water.
 - (d) Candle holders must be fully enclosed on all sides by a door or lid.
- 8.5** No Monument or Marker will be delivered to the Cemetery without a written request for installation containing the following information:
- (a) The Interment Rights Holder's name and address.
 - (b) Instructions for placement of the Marker or Monument.
 - (c) The dimensions in the case of flat Marker.
 - (d) In the case of a Monument:
 - (i) The dimensions of the die, height, width, length.
 - (ii) The dimensions of the base, height, width, length.
 - (iii) The overall size of the Monument.
 - (iv) A description of the Monument; colour and design.
- 8.6** Every person installing a Monument or Marker in the Cemetery shall pay the amount that is prescribed under the FBCSA in that regard to the Care and Maintenance Fund.
- The income earned from the Care and Maintenance Fund will be used to maintain the Lots, Plots, Markers and Monuments at the Cemetery.
- 8.7** The Cemetery is obliged to maintain or lay down all Monument, Markers, and memorials to ensure the safety of the public and to preserve the dignity of the Cemetery.

Monuments

- 9.1** Minor scraping of the base portion of upright Monuments due to the turf mowing operation is considered by the Cemetery to be normal wear and tear.
- 9.2** The Cemetery will take reasonable precautions to protect the property of Interment Rights Holders, but it assumes no liability for the loss of, or damage to, any Monument, or part thereof except where such damage or loss is due to its negligence.
- 9.3** The Cemetery reserves the right to determine the maximum size of Monuments, their number and their location on each Lot or Plot. They must not be of a size that would interfere with any future interments.
- 9.4** A double Lot is allowed one upright Monument unless designated a Flat Marker only section. Only two (2) footstones or four (4) corner-posts are allowed.
- 9.5** No Monument other than a headstone may be erected on a single Grave and only one headstone may be erected thereon.
- 9.6** All Monuments must be able to withstand a minimum of 100 lbs. of horizontal force applied anywhere on the Monument without toppling. This must be achieved in the dry mode (no caulking).
- 9.7** The minimum thickness of a die must be 20.32 cm (8 inches). However all Monuments with dies that are 20.32 cm (8 inches) thick and less than 86.36 cm (34 inches) in width must be doweled to the base and able to withstand the 100 lbs. standard.
- 9.8** Should the Monument exceed 106.68 cm (42 inches) overall height, the die must be 25.40 cm (10 inches).
- 9.9** Dowels must be made of minimum 127 mm (1/2") non-corrosive material (preferably 300 series stainless steel) or bronze. The hole depth must be a minimum of 7.62 cm (3 inches) deep and no more than 32 (1/8") larger in diameter of the dowel.
- 9.10** The die stones must be installed on a granite base. The height of the base shall be a minimum of 15.24 cm (6 inches). The top surface of the base must be both wider and longer than the die in order to provide a minimum border of 7.6 cm. (3 inches) of the surface of the base exposed on all sides. Bottoms of the base shall be smooth sawn.
- 9.11** The maximum width of a base is controlled by the width of the Plot or Lot where it will be installed.
- 9.12** Monuments can only be erected on Lots designated for Monuments and not in any area designated for "Flat Markers Only".
- 9.13** Monuments must be placed at the center of the head end of the Lot except where alignment with existing nearby Monuments justifies another location. Approval of the location must be obtained from the Manager before a Monument is set.
- 9.14** Book or pillow Markers shall be allowed only in designated areas in the Cemetery.
- 9.15** All photographs attached to any memorial or placed within the Cemetery grounds shall be the sole responsibility of the owner.



9.16 Concrete foundations are required for all Monuments and shall be installed by the Cemetery employees at the expense of the Interment Rights Holder.

9.17 No foundations may be constructed after December 15th in any year and before April 1st in the following year.

9.18 The foundation shall be built in the designated space and in the proper dimensions of the Monument base. If incorrect dimensions have been given on the application form, signed by the Interment Rights Holder or supplier, the foundation must be immediately removed and rebuilt by the Cemetery at the expense of the Interment Rights Holder. The foundation shall be at least 121.92 cm (4 feet) deep and the length of the Monument. There shall not be a variance or more than 1.27 cm (1/2 inch) between the size of the Monument and the foundation. The foundation shall not rise above the grade of the surrounding ground.

Markers

10.1 Markers will be accepted for installation during regular working hours. If weather and ground conditions permit, installations will be made within 30 days after acceptance. Markers will not be accepted from any monument dealer for storage during the winter months.

10.2 Markers or footstones of granite are permitted with size and quantity restrictions according to the section of the Cemetery and the size of Lot in that section.

Single Lot maximum

45.72cm x 60.96cm | 18" x 24"

Double Lot maximum

45.72cm x 167.64cm | 18" x 66"

Cremation Lot maximum

45.72cm x 30.48cm | 18" x 12"

10.3 Flat Markers are to be flat on top and set level with the ground so that a lawnmower can pass safely over them and shall be set by employees of the Cemetery, at the expense of the Interment Rights Holder, on payment of the required fee.

10.4 Each single Lot may be marked on the ground with a flat Marker only, unless otherwise designated as an upright Monument section.

10.5 One Marker may be placed at each Grave in addition to the Monument. The marker shall be placed at the foot of the Lot and shall not exceed 45.72cm x 60.96cm (18"X24")

10.6 The minimum thickness for all flat Markers including footstones is 10.16 cm (4 inches).

10.7 All Markers and Monuments shall be constructed of granite. The bottom bed of all bases and markers shall be cut level and true.



Rules for Monument Dealers, Contractors and Workers

- 11.1** No Monument or Marker will be delivered to the Cemetery without the completion of a Request for Memorial Installation form and approval of the Cemetery.
- 11.2** Monument dealers must state on each order the date they wish foundations ready and must give at least thirty (30) business days notice before the work is required.
- 11.3** No Monument or Marker will be delivered to the Cemetery until the foundation is completed and the contractor is ready to proceed with the erecting the Monument.
- 11.4** No Monument or Marker will be removed without written permission from the Manager and Interment Rights Holder.
- 11.5** All contractors who do work in the Cemetery shall have proper evidence of the following: WSIB coverage, Occupational Health and Safety compliance standards, Environmental Protection, WHMIS, and evidence of liability insurance of not less than \$2,000,000.
- 11.6** Contractors, masons and stone-cutters shall lay planks on the Lots and paths over which heavy materials are to be moved, in order to protect the surface from injury.
- 11.7** There shall not be a variance of more than 1.27 cm (1/2 inch) in the size of the base required as stated on the work order and the size of the Monument delivered.
- 11.8** The demeanor and behaviour of all workers employed by others in the Cemetery shall be subject to the control of the Manager.
- 11.9** Workers shall cease work, if in the immediate vicinity of a funeral, until the conclusion of the service.
- 11.10** All work must be done during regular Cemetery hours.
- 11.11** Heavy loads shall not be permitted in the Cemetery when the roads are in unfit condition.
- 11.12** No monument dealer shall park on the grass, unless authorized to do so by the Manager.
- 11.13** All implements and materials used in the performance of any work shall be placed where the Manager may direct, and all rubbish and surplus earth shall be removed when, and to where, and in such manner as the Manager may order. Otherwise, the obstructions will be removed, and the expense charged to the monument dealer.
- 11.14** If a monument company desires to set a flat Marker, they must make written arrangements as to time of installation with the Manager, as all work must be supervised by an employee of the Cemetery. The monument dealer shall pay to the Cemetery the prescribed fee plus marking out the area and supervising the monument company's people.
- 11.15** If bushes are allowed, the intended Monument should not exceed 50% of the Lot width; i.e. 1.83 meters (6 foot) width allows for 0.91 meters (3 foot) monument and 45.72cm (18 inches) for each bush.

Columbarium Regulations

- 12.1** All the general rules and regulations of the Cemetery shall apply to the Columbarium as far as the nature of the case permits.
- 12.2** A proper Certificate of Cremation must accompany all Cremated Remains before an inurnment can take place.
- 12.3** All inurnments shall be authorized in writing by the Interment Rights Holder, or, if the Interment Rights Holder has died, by his or her Estate.
- 12.4** Compartments will be opened by employees of the Cemetery and sealed by them after an inurnment is made.
- 12.5** Each compartment is intended for two urns. The size of the urn will determine if two urns will fit.
- 12.6** It is advisable that the name of the person for whom inurnment is intended be registered with the Cemetery so that no complications may arise when a request for inurnment is made.
- 12.7** No inurnment shall be permitted until all payments due to the Cemetery have been made.
- 12.8** Flowers, wreaths and designs placed against or near any part of the Columbarium that are liable to stain or deface the structure will be removed on a biweekly basis.
- 12.9** No glass vases, candles or other breakable items shall be placed around the Columbarium.
- 12.10** No transfer of burial rights to a Niche shall be valid, until approved by, and recorded in the books of the Cemetery. A transfer fee will be charged according to the fees set out in the Price List.
- 12.11** Potted plants or articles may be left around the Columbarium, but will be removed on a biweekly basis closest to the middle and end of the month. Offending articles will be removed.



Crematorium Regulations

- 13.1** Identification of the deceased shall be made prior to the delivery of the deceased to the crematorium.
- 13.2** The Cemetery hours of operation for the crematorium are 8:00 am to 5:00 pm Monday to Friday with access for the public between 9:00 am and 4:00 pm. Saturday's hours are 8:00 am to 12:00 pm.
- 13.3** Before cremation can take place, the following documents must be completed, delivered to the Cemetery, signed by the proper authority, and approved: a cremation contract, a cremation application, a coroner's certificate, and a burial permit.
- 13.4** A deceased person shall only be received for cremation in a fully combustible casket or container deemed appropriate and with a top, four sides and a solid bottom allowing the casket/container encasing the human remains to be moved by using a set of rollers.
- 13.5** Once received by the Cemetery personnel, the casket/container will remain closed unless permission is given by the purchaser or a judge allowing a licensed funeral director to open the casket or container. Under no circumstances will crematorium staff be allowed to open the casket or container. The deceased will be cremated in the delivered casket or container, which must be made of readily combustible materials. All non combustible parts on the outside of the casket/container will be removed prior to cremation, if possible.
- 13.6** The Cemetery will not cremate a casket/container constructed of non-flammable or hazardous material or a material prescribed by the regulations under the FBCSA, nor will the Crematorium cremate a body in which a pacemaker or other prescribed device is present. This does not limit the right to refuse to cremate, in any instance, and without assigning reason.
- 13.7** The Cemetery will not under any circumstances cremate an individual with a radioactive implant, or an individual who has received microscopic radioactive treatment such as thera-seed. An implant heart pacemaker or other implant radioactive devices could explode during the cremation process and are to be removed by the funeral establishment or transfer service operator, or others before the deceased is delivered to the crematorium for cremation. The purchaser of the cremation services will be liable for any damages to the crematorium or crematorium staff for failure to notify the funeral establishment or transfer service, or any others responsible for the removal of such device.
- 13.8** Twelve (12) working hours-notice is required before a cremation can take place.
- 13.9** Twelve (12) working hours-notice is required if relatives and friends wish to view the cremation process of (loading and starting). A limited number of observers will be allowed in the crematorium before for the starting of the cremation process (6). Access can be denied by crematorium staff.
- 13.10** Stainless steel identification tags will be placed with the remains throughout all stages of the cremation process.

Wreaths

14.1 Monument saddles may remain on the Monument year round. However, when the saddle shows signs of deterioration, it will be removed so that it will not detract from the general appearance of the Cemetery.

14.2 All winter wreaths on stands must be removed by April 1st or they will be removed by the cemetery staff and disposed of. Wreaths may be placed back on the Lots on November 1st for the winter months.



Rules for Visitors

- 15.1** Visitors are always welcome at the Cemetery during the open hours, from 8:00 a.m. until sundown.
- 15.2** The Manager and his/her assistants are empowered and are required to preserve order and decorum in the Cemetery.
- 15.3** No parades other than funeral processions shall be admitted to or be organized within the Cemetery.
- 15.4** Children under the age of twelve years are welcome in the Cemetery grounds when accompanied by an adult, who shall be responsible for their good conduct and shall see that they do not run over the Lots or climb upon the Monuments.
- 15.5** Vehicles within the Cemetery shall be driven at a speed not to exceed 15 kilometers per hour, and shall not leave the avenues or park on the grass unless directed to do so by the Manager.
- 15.6** No pleasure ATVs. (All terrain vehicles), snowmobiles or skateboards are allowed in the Cemetery.
- 15.7** Proprietors of vehicles and their drivers shall be held responsible for any damage done by them.
- 15.8** Discharging of firearms, other than in regular volleys at burials services, is prohibited in and around the Cemetery.
- 15.9** All pets must be leashed while on Cemetery property and should be kept on roads. Pet owners must clean up after their animals.
- 15.10** No picnic party shall be permitted in the Cemetery grounds.
- 15.11** Any person who, in the Cemetery, damages or moves any tree, plant, marker, fence, structure or other thing usually erected, planted or placed in a cemetery is liable to the Cemetery and any Interment Rights Holder, who, as a result, incurs damage. The amount of damages shall be the amount required to restore the Cemetery to the state that it was in before anything was damaged or moved by the person liable.
- 15.12** Any complaints by Interment Rights Holders or visitors should be made to the Manager, and not to workers on the grounds; controversies with workers or others on the grounds are to be avoided.
- 15.13** Rubbish shall not be thrown on roadways, lots or walkways or any part of the grounds. Receptacles are provided at convenient points on the grounds for the deposit of weeds, decayed flowers, plants, etc.
- 15.14** Any person disturbing the quiet and good order of the Cemetery by noise or other improper conduct or who violates these by-laws, may be expelled from the grounds.
- 15.15** Any article which is detrimental to efficient maintenance or constitutes a hazard to machinery, employees or visitors, or is unsightly or does not conform to the natural beauty or design of the Cemetery, may be removed by the Cemetery. Any article so removed will be held at the Cemetery office for collection and the owner, if known, will be notified. If not collected, it will be disposed of after one month.

Notices

METHOD OF GIVING NOTICES

16.1 Any notice (which includes any communication or document) to be given (which includes sent, delivered or served) pursuant to the Act for this By-law or otherwise to an Interment Rights Holder or the owner of a Grave or to any other person hereunder shall be sufficiently given if delivered personally to the person to whom it is to be given, or if delivered to his or her recorded address in the records of Cemetery if mailed to the person at that address by prepaid registered mail or if the Cemetery records provide for a number or address to which prepaid, transmitted or electronic communication may be delivered, the notice may be delivered in that manner. A notice so delivered shall be deemed to have been given when it is delivered personally, or if so mailed on the fourth day after the date of mailing or if so sent by means of transmitted or electronic communication on the date upon which it is so sent or transmitted. Any person may change or cause to be changed the recorded address of that person in the records of the Cemetery by providing a notice in the aforesaid manner to the Cemetery accordingly.

AMENDMENT AND REPEAL

16.2 The by-laws of the Cemetery dated July 10, 1986 are repealed. Such repeal shall not affect the previous operation of the by-laws or affect the validity of any act done or right or privilege or obligation acquired or incurred under, or the validity of any contract or agreement made pursuant to any such by-law prior to its repeal.

16.3 This by-law may be amended at any time by the Cathedral subject to the approval of the Registrar.



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