

# St. John's Non-Denominational Cemetery Arva

21557 Richmond Street  
Arva, Ontario  
Canada, N0M 1C0

## By-laws 2022

**BAO LICENCE 3286004-1**



OWNED BY THE ANGLICAN CHURCH OF CANADA DIOCESE OF HURON

OPERATED BY THE CEMETERY BOARD AND MANAGER OF ST. JOHN THE DIVINE ANGLICAN CHURCH, ARVA



**OACFP**

ONTARIO ASSOCIATION OF CEMETERY  
AND FUNERAL PROFESSIONALS

### APPROVED

By the Registrar,  
Funeral, Burial and  
Cremation Services Act,  
2002, Bereavement  
Authority of Ontario

### APPROUVÉ

Par le Registrateur, Loi de 2002 sur  
les services funéraires et les services  
d'enterrement et de crémation,  
l'Autorité des services funéraires et  
cimetières de l'Ontario

Date: January 10, 2023

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These By-laws are the rules and regulations that govern the St. John's Cemetery, Arva and have been approved by the Registrar, Funeral, Burial and Cremation Services Act, 2002 (FBCSA) Bereavement Authority of Ontario (BAO).

## **A: DEFINITIONS**

**Burial/Interment:** The opening of a lot and then the placing of dead human remains, or cremated human remains in that lot. The lot may be a grave in the ground or a niche in a columbarium.

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

**Care and Maintenance Fund:** It is a requirement under the FBCSA and O. Reg. 30/11 and 184/12 that a percentage of the purchase price of all interment rights sold, transferred, assigned, or permitted; and prescribed amounts for monuments and markers, is contributed into the care and maintenance fund in trust with the Diocese of Huron. Interest earned from this fund is used to provide care and maintenance of lots, plots, markers, and monuments at the cemetery.

**Contract:** For the purposes of these by-laws, all purchasers of interment or other cemetery supplies and services must receive a copy of the contract they and the cemetery operator have signed detailing the obligations of both parties, and acknowledging receipt and acceptance of the cemetery by-laws, a copy of the consumer guide and the Price List.

**Corner Posts:** Shall mean any stone or other land markers set flush with the surface of the ground and used to indicate the location of a lot or plot.

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

**Interment Right:** The right to require or direct the interment of human remains or cremated remains in a grave, lot, niche and to authorize the installation of monument, marker or plaque.

**Interment Rights Certificate:** The document issued by the cemetery operator to the purchaser once the interment rights to specific grave, lot and niche have been paid in full, identifying ownership and authority over those specific interment rights.

**Interment Rights Holder:** The person(s) authorized or entitled to inter human remains in a specific lot or niche. They maybe the person named in the Interment Rights Certificate or such other person to whom the rights have been assigned.

**Lot:** For the purposes of these By-laws a lot is a single grave space.

**Marker:** Shall mean any permanent memorial structure – monument, plaque, headstone, cornerstone or other structure or ornament affixed to a burial lot columbarium niche or other structure, or place intended to deposit of human remains and may be used to indicate the location of a burial.



**Niche:** An individual compartment in a columbarium for the entombment of cremated human remains.

**Plot:** For the purposes of these By-laws, a plot means two or more lots in respect of which the rights to inter have been sold as a unit.

**Scattering Right:** Shall mean the Right to direct the spreading cremated remains over a designated area within the cemetery with the knowledge and permission of the cemetery operator and in keeping with the cemetery operator's by-laws

## **B: GENERAL INFORMATION**

**Hours of Operation:** Visitation Hours: Dawn to Dusk

- Office Hours: St. John the Divine Anglican Church Office – 519-660-8177  
Email: [stjohnarva@diohuron.org](mailto:stjohnarva@diohuron.org)
- Call the Cemetery Manager for appointment – 519-434-8903  
Email: [stjohnscemeteryarva@gmail.com](mailto:stjohnscemeteryarva@gmail.com)

Burial Hours: 10am to 3:00pm Monday to Friday 10am to 1:00pm Saturday/Sunday, Statutory Holidays

\*Winter burials are allowed but only at the discretion of the Cemetery Manager and based on location of burial/weather/accumulated snow to remove, and ground frost level.

### **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.

Pets are allowed but keep them on leashes and do not let them roam the cemetery freely. Pet owners are responsible for cleaning up any pet waste while on the cemetery property.

Discharging of firearms, other than in regular volleys at burial services such as in military services, is prohibited in and around the Cemetery.

### **By Law Amendments:**

The cemetery shall be governed by these by-laws, and all procedures will comply with the FBCSA and O. Reg. 30/11 and 184/12, which may be amended periodically.

### **Interment Rights:**

Purchasers of interment rights holders acquire only the right to direct the burial of 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 or installation of any monuments, marker, inscription, or memorialization is permitted until the interment right have been paid in full. An interment rights certificate will be issued to the Interment Rights Holder(s) when payment is made in full. The purchase of interment rights is not a purchase of Real Estate or real property.

### **Cancellation of Interment Rights within 30 Day Cooling-Off Period:**

A purchaser has the right to cancel an interment rights contract within 30 days of signing the interment rights contract, by providing written notice of the cancellation to the cemetery operator. The cemetery operator will refund all monies including perpetual care paid by the purchaser within 30 days from the date of the request of cancellation.

### **Cancellation of Interment Rights after the 30 Day Cooling-Off Period:**

Upon receiving written notice from the purchaser of the interment rights, the cemetery operator will cancel the contract and issue a refund to the purchaser for the amount paid for the interment 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 rights has been exercised, the purchaser, or the interment rights holder(s) are not entitled to cancel the contract.

### **Resale of Interment Rights after thirty (30) Day Cooling-Off Period:**

Unless the interment rights have been exercised, the purchaser retains the rights to cancel the contract and ask the cemetery to re-purchase at the price listed on the current pricelist less any care and maintenance contribution amount previously made.

### **Prohibit Resale of interment rights to a third-party requirement:**

If an interment rights holder wishes to re-sell the interment rights and the cemetery operator's by-laws **prohibit** the third-party resale of interment rights, the rights holder must make the request to the cemetery operator in writing. The cemetery operator will repurchase the interment right at the price listed on the cemetery operator's current price list less the Care and 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.

The interment rights holder(s) requesting the resale of the rights must return the interment rights certificate to the cemetery operator and the rights holder(s) must endorse the interment rights certificate, transferring all rights, title, and interest back to the cemetery operator. The appropriate paperwork must be completed before the cemetery operator reimburses the rights holder(s).

**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. Conspicuously posted on a sign at the entrances of the cemetery; and
- C. Delivered to each supplier of markers who has delivered 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 Registrar, FBCSA, BAO.

**Liability:**

The cemetery operator will not be held liable for any loss or damage, without limitation (including damage by the elements, Act of God, or vandals) to, any lot, plot, columbarium niche, 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 gross negligence of the cemetery.

**Public Register:**

Provincial legislation – section 110 of O. Reg. 30/11 requires all cemeteries to maintain a public register that is available to the public.

**Pets and Other Animals:**

Pets or other lower animals, including cremated animal remains, are not allowed to be buried on cemetery grounds.

**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**

The cemetery operator **prohibits** the resale of interment rights to a third party and will repurchase these rights from the interment rights holder or such other person to whom the interment rights have been assigned, at the current price list less any care and maintenance contribution amount previously made. Transfers of interment cannot be prohibited so long the purchaser meets the qualifications and requirements as outlined cemetery operator's by-laws.

The cemetery operator prohibits the resale of interment rights to a third party and is not required to repurchase unused interment rights in a plot (more than one lot) if one of the interment rights in the plot has been exercised and a monument has been centered over the plot.



### **Care and Maintenance Fund Contributions:**

It is a requirement under the FBCSA and O. Reg. 30/11 and 184/12 that a prescribed amount or a percentage of the purchase price on all interment rights sold; and prescribed amounts for monuments and markers is contributed into the care and maintenance fund. Interest earned from this fund is used to provide care and maintenance on graves, niches, markers, monuments, and plaques at the cemetery. Contributions to the care and maintenance fund are not refundable except when interment rights are cancelled within the 30-day cooling off period.

### **D: BY-LAWS PERTAINING TO BURIAL OF HUMAN REMAINS**

- Interment rights holder(s) must provide written authorization prior to a burial taking place. Should the interment rights holder be deceased, authorization must be provided in writing by the person authorized to act on behalf of the interment rights holder in keeping with the *Succession Law Reform Act* i.e., Personal Representative, Estate Trustee, Executor or next of kin.
- A burial permit issued by the Registrar General or equivalent document showing that the death has been registered with the province must be provided to the Cemetery Manager the day the burial will take place. A Certificate of Cremation must be submitted to the Cemetery Manager the day the burial or scattering of the cremated remains would take place.
- Payment must be made either through the Funeral Home or the Cemetery Manager prior or the day of the interment.
- The cemetery shall be given **72 business hours** of notice for each burial of human remains or burial or inurnment or scattering of cremated human remains.
- The opening and closing of graves and niches may only be conducted by cemetery staff or those designated to do work on behalf of the cemetery.
- Cremated remains may be scattered in a designated scattering garden of the cemetery.
- Cremated remains are not permitted to be scattered on a grave containing human remains.
- Once scattered; cremated remains cannot be retrieved.
- Human remains may be disinterred from a lot provided that the written consent (authorization) of the interment rights holder has been received by the cemetery operator and the prior notification of the medical officer of health. A certificate from the local medical officer of health must be received by the cemetery manager before the removal of casketed human remains from the cemetery may take place. A certificate from the local medical officer of health is not required for the disinterment of cremated remains from a grave or the removal of cremated remains from the cemetery.

- In special circumstances the removal of human remains may also be ordered by certain public officials without the consent of the interment rights holder and/or next of kin(s).
- The number of casket interments allowed in 1 grave is 1. The number of cremated remains allowed in a single grave is 4. You can also have in a single grave 1 casket interment and 4 cremated remains on top of the single casket interment.

### **E: BY-LAWS PERTAINING TO MEMORIALIZATION**

- No memorial or other structure shall be erected or permitted on a lot until all charges have been paid in full/or a permit is obtained from the cemetery operator.
- No monument, footstone, marker, or memorial of any description shall be placed, moved, altered, or removed without permission from the cemetery operator.
- Minor scraping of the monument base of an upright monument due to grass/lawn maintenance is considered normal wear and tear.
- The cemetery operator 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, marker, or other structure, or part thereof.
- Memorials – monuments, markers, plaques etc. are owned by the interment rights holder and the cemetery operator is not responsible for the loss or deterioration. These memorials should be protected by the interment rights holder's own insurance coverage.
- The cemetery operator reserves the right to determine the maximum size of monuments, their number, and their location on each grave. They must not be of a size that would interfere with any future interments.
- All foundation for monuments and markers shall be built by, or contracted to be built for, the cemetery operator at the expense of the interment rights holder.
- Should any monument or marker present a risk to public safety because it has become unstable, the cemetery operator shall do whatever it deems necessary by way of repairing, resetting, or laying down the monument or marker or any other remedy to remove the risk.
- The cemetery operator reserves the right to remove at its sole discretion any marker, monument, or inscription which is not in keeping with the dignity and decorum of the cemetery as determined by cemetery manager and cemetery board.
- A monument, or other structure shall be erected only after the specific design plans have been approved by the cemetery operator including dimensions, material of structure, construction details, and proposed location.



- In keeping with the cemetery by-laws only one monument shall be erected within the designated space on any lot.
- The minimum thickness for flat markers including footstones is 4 inches or 10cm.
- All monuments and markers shall be constructed of bronze or natural stone (i.e., granite)
- No monument shall be delivered to the cemetery for installation until the monument foundation has been completed, and the interment rights holder(s) and/or marker retailer have been notified by the cemetery operator or foundation contractor.
- Markers and footstones of bronze or granite are permitted with size and quantity restriction according to cemetery by-laws and the placement of such memorials shall not interfere with future interments.

3ft wide by 9ft long Single Grave maximum width of base of stone is 28inches  
 " " " " " Double Grave maximum width of base of stone is 56inches

3.5ft wide by 10 long Single Grave maximum width of base of stone is 30 inches  
 " " " " " Double Grave maximum width of base of stone is 60 inches

2ft square in ground cremation flat marker size 20" long by 12" wide (rectangle)

## **F: BY-LAWS PERTAINING TO CARE AND PLANTING**

A portion of the price of interment is trusted into the Care and Maintenance Fund. The income generated from this fund is used to maintain, secure, and preserve the cemetery grounds and markers. Services that can be provided through this fund include:

1. Re-leveling and sodding or seeding of lots or scattering grounds
2. Maintenance of cemetery roads, sewers, and water grounds
3. Maintenance of perimeter walls and fences
4. Maintenance of cemetery landscaping
5. Maintenance of columbarium
6. Repairs and general upkeep of cemetery

No person other than cemetery staff shall remove any sod or in any way change the surface of the burial lot in the cemetery.

No person shall plant tree, flower beds or shrubs in the cemetery except with the approval of the cemetery.

Flowers placed on a grave for a funeral shall be removed by the cemetery staff after a reasonable time to protect the sod and maintain the tidy appearance of the cemetery.

## **G: BY-LAWS OUTLING ITEMS THAT ARE PROHIBITED AND PERMITTED**

The cemetery reserves the right to regulate the articles placed on graves or niches that pose a threat to the safety of all interment rights holders, visitors to the cemetery and cemetery employees, prevents the cemetery from performing general cemetery operations, or are not in keeping with the respect and dignity of the cemetery. Prohibited articles will be removed and disposed of without notification.

These prohibited items include but not limit to:

- non-heat resistant glass (excludes glass attached to monuments)
- ceramics
- corrosive metals
- sharp objects
- trellises
- arches
- chairs or benches

The cemetery reserves the right to disallow or remove quantities of memorial wreaths or flowers considered to be excessive and that diminishes the otherwise tidy appearance of the cemetery.

Memorial wreaths may be placed in the cemetery starting November 1 to March 1.

In order to prepare the grounds for spring, wreaths must be removed by April 30. Wreaths not removed by April 30 will be removed and disposed of by the Cemetery without notification.

## **H: COLUMBARIUM BY-LAWS**

Payment must be made to the cemetery operator before or day of interment.

Only the cemetery operator may open and seal niches for interments. This applies to the inside sealer and the niche front.

To ensure quality control, desired uniformity and standard of workmanship, the cemetery reserves the right install all plaques on all niche fronts.

No person other than cemetery staff shall remove or alter niche fronts.

## **I: CONTRACTOR/MONUMENT DEALER BY-LAWS**

Any contract work to be performed within the cemetery requires the written pre-approval of the interment rights holder and the cemetery operator before the work may begin. Pre- approval includes but is not limited to: landscaping, delivery of monuments and markers, inscriptions, designs, drawings, plans and detailed specifications relating to the work, proof of all applicable government approvals and permits, the location of the work to be performed. It is the responsibility of all contractors to report to the cemetery manager and provide the necessary approvals before commencing work at any location on the cemetery property.

Prior to the start of any said work, contractors must provide proof of the following:

- WSIB coverage
- Occupational Health and Safety compliance standards
- Environmental Protection
- Evidence of liability insurance of not less than \$2 million

All cemetery by-laws apply to all contractors and all work carried out by contractors within the cemetery grounds.

Contractors, monument dealers and suppliers shall not enter the cemetery in the evening, weekends, or statutory holidays, unless approval has been granted by the cemetery operator.

No work will be performed at the cemetery except during the regular business hours of the cemetery.

Contractors shall temporarily cease all operations if they are working within 100 metres of a funeral until the conclusion of the service. The cemetery reserves the right to temporarily cease contractor operations at their sole discretion if the noise of the work being performed by the contractor is deemed to be a disturbance to any funeral or public gathering within the cemetery.

Contractors, monument dealers and suppliers shall lay wooden planks on the burial graves and paths over which heavy materials are to be moved to protect the surface from damage.