

THE BY-LAWS
of
ST. JOHN'S NORWAY
CEMETERY AND CREMATORIUM

Table Of Contents

3	A	Definitions
5	B	General Information
7	C	Sale Of Interment Rights
8	D	Transfer Of Interment Rights (Without Resale)
8	E	Cancellation Of Interment Rights
9	F	Resale Of Interment Rights
10	G	Abandonment Of Rights
11	H	Pre-Paid Services
12	I	Interments And Disinterment
14	J	Care Of Lots – General
15	K	Care Of Lots – Flowers
15	L	Special Care For Lots
16	M	Monuments, Markers, Footstones – General Information
17	N	Monuments
17	O	Markers And Footstones
18	P	Rules For Monument Dealers, Contractors And Workers
19	Q	Columbarium, Mausoleum, Memorial Walls, Cremation Gardens And Scattering Gardens
19	R	Crematorium
21	S	Rules For Visitors



PREFACE

In 1853, Charles Coxwell Small, a prominent land-owner in the area then known as the village of Norway, just east of Toronto, deeded three acres of his land to the Lord Bishop of Toronto, The Rt. Rev. John Strachan, to build an Anglican church with an adjoining “churchyard”.

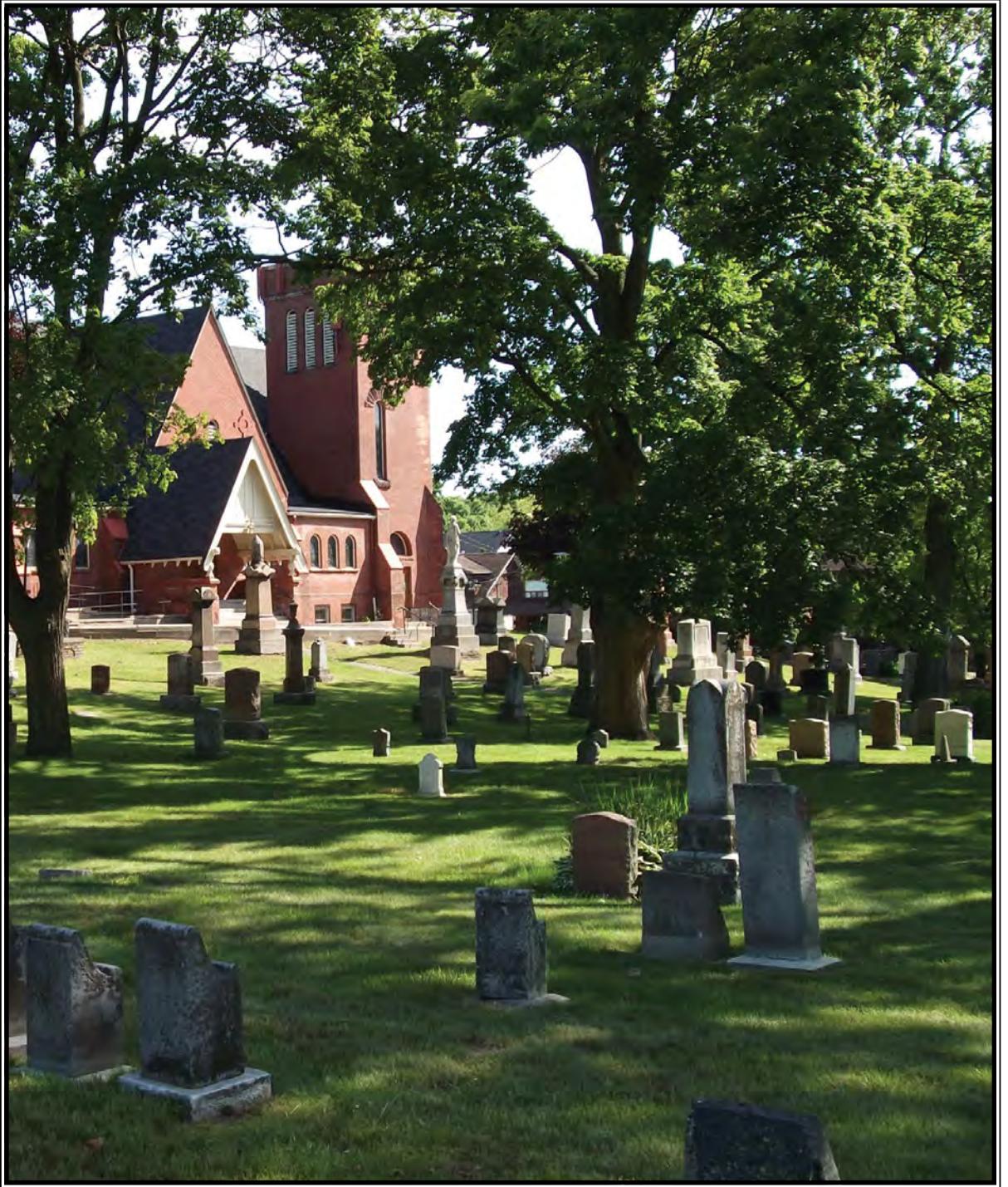
As the community of Norway grew, it became necessary to replace the original wooden church of the 1850s with the present brick church and to enlarge the cemetery several times. By 1921 the churchyard and cemetery had expanded to some 35 acres. There are now about 51,000 graves and 80,000 interments.

Although operated by The Church of St. John the Baptist, Norway (Anglican), the cemetery has always been open to all people, from the early United Empire Loyalists to the cosmopolitan population of Toronto today.

In 1998 a Crematorium was added to ensure that the cemetery provided a full range of contemporary services for the twenty-first century.

The by-laws herein are the rules and regulations that govern St. John's Norway Cemetery and Crematorium and have been approved by the Registrar of Cemeteries, *Funeral, Burial and Cremation Services Act, 2002* (FBCSA), Cemeteries Regulations Unit, Ministry of Consumer Services.

St. John's Norway Cemetery and Crematorium Board of Trustees, in the discharge of its responsibilities, appeals to the public to adhere to these by-laws. They have been adopted for the continued improvement and care of the cemetery, thus keeping it an attractive and respectful place for the interment of the dead.



A DEFINITIONS

Board: The duly appointed or elected Board of Trustees for St. John's Norway Cemetery and Crematorium.

Body: The body of a deceased person.

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, approved by the Province of Ontario, under which St. John's Norway Cemetery and Crematorium operates.

Cemetery and Crematorium: St. John's Norway Cemetery and Crematorium, located at 256 Kingston Rd., in the Municipality of Toronto, County of York.

Care and Maintenance Fund: It is a requirement under the FBCSA that a percentage of the purchase price of all interment rights and set amounts for marker and monument installations be contributed to the Care and Maintenance Fund. Interest earned from this fund is used to provide care and maintenance of plots, lots, markers and monuments at the cemetery.

Cemetery Management: The person(s) appointed and/or employed by the Board of Trustees with delegated responsibilities to manage St. John's Norway Cemetery and Crematorium.

Chair: The Chair of the Board of Trustees for St. John's Norway Cemetery and Crematorium.

Child's Grave: Any burial space measuring 0.6 meters by 1.8 meters (2 feet by 6 feet).

Columbarium: A structure designed for the inurnment of cremated human remains in sealed compartments or niches.

Contract: For purposes of these by-laws, all purchasers of interment rights or other services and products must sign a contract with the cemetery, detailing obligations of both parties and acceptance of the cemetery by-laws.

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.

Cremated Remains: The residue after cremation of the human body and of the casket or container in which it was received.

Cremation Lot: A burial space intended to receive cremated remains. Only 2 containers of cremated remains may be interred in a minimum size lot of 0.45 meters by 0.45 meters (18 inches by 18 inches).

Crypt: An individual compartment in a mausoleum for the entombment of human remains.

Die: The upright portion of a monument that is above ground.

Entombment: Placing a casket containing a body in a mausoleum crypt.

FBCSA: *Funeral, Burial and Cremation Services Act, 2002* – the Ontario legislation governing cemeteries and crematoriums.

Footstone: Any permanent memorial set flush with the surface of the ground identifying individual remains interred in a lot.

Foundation: The cement portion of the monument that is underground.

Grave: Any burial space intended for an adult, and having a size of 0.9 meters by 2.45 meters (3 feet by 8 feet).

Infant Grave: Any burial space intended for an infant measuring 0.3 meters by 0.6 meters (12 inches by 24 inches).

Interment: The in-ground burial of a casket containing a body or the in-ground burial of an urn containing cremated remains.

Interment Right: The right to require or direct the interment of human remains or cremated human remains in a grave, lot, niche or crypt and direct the associated memorialization.

Interment Rights Certificate: The certificate issued by the Board of Trustees to the purchaser of the interment rights in a lot(s).

Interment Rights Holder: Any person designated to hold the right to inter human remains in a specified lot.

Inurnment: The placing of an urn of cremated remains in a columbarium or mausoleum niche or compartment.

Lot: One grave space set aside to contain human remains. It may be single or double depth.

Marker: Any permanent memorial set flush with the surface of the ground marking the location of a lot.

Mausoleum: A building or structure, other than a columbarium, used as a place for the entombment of a casket containing a body in sealed crypts or the interment of cremated human remains in sealed compartment or niches.

Ministry: The Ministry of Consumer Services – the provincial agency that legislates the operations of cemeteries and crematoriums.

Monument: Any permanent memorial above ground level.



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

Plan: The layout of the cemetery, approved by the Ministry of Consumer Services.

Plot: Three or more adjacent lots in which the interment rights have been sold as a unit.

Pre-Pay: Paying for a product or service in advance of requiring its use.

Retort: The chamber in which cremation takes place.

Scattering: The act of spreading cremated remains over a designated area within a cemetery with the knowledge and permission of the cemetery management and in keeping with the cemetery's by-laws.

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

B GENERAL INFORMATION

B.1 Hours of Operation as of January 1, 2013

- **Office**

Monday–Friday 8:00am – 5:00pm
Saturday 9:00am – 3:00pm
Sunday Closed

- **Crematorium**

Monday–Friday 7:30am – 7:00pm
Saturday 7:30am – 4:00pm
Sunday 11:00am – 4:00pm

- **Grounds**

The grounds are open for the visiting pleasure of the public. However, each day we close to visitors at dusk.

The cemetery and crematorium are not open on statutory holidays. If the statutory holiday is a Monday, the cemetery and crematorium *may* be closed the previous day, Sunday.

B.2 Ownership and Management

- St. John's Norway Cemetery and Crematorium is a non-profit organization owned by The Incorporated Synod of the Diocese of Toronto and operated by The Anglican Church of St. John the Baptist, Norway. As such, the Board reserves full and complete control over the operations and management of the land, buildings, plantings, roads, utilities, books and records of the cemetery and crematorium and complete authority to administer these by-laws.

- Overseer role is entrusted to a Board of Trustees appointed or elected by the people of The Church of St. John the Baptist, Norway. The trustees serve without remuneration. All monies received are used for the operation, improvement and maintenance of the cemetery and crematorium.
- The Board will meet quarterly or as required to approve prices and resolve matters regarding upkeep, maintenance, human resources, finances, and interpretation of policies and by-laws. Recorded minutes of all Board of Trustees meetings and any resolutions adopted will be kept as a part of the records of the cemetery.
- The daily business operations are entrusted to a management staff appointed by the Board of Trustees, with offices located on cemetery property.

B.3 Liability

- The Board distinctly disclaims all responsibility for loss or damage 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 from causes beyond their control and especially from damage caused by the elements, acts of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, accident, invasion, insurrections, riots or order of any military or civil authority, whether damage is direct or collateral.
- The Board will take reasonable precautions to protect the property of interment rights holders but they assume no liability or responsibility for the loss of or damage to any article of any type that is placed on any lot or common area.



B.4 By-Law Amendments

- St. John's shall be governed by these by-laws, 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 will be:
 - ◆ published once in a newspaper with general circulation in the locality in which the cemetery is located;
 - ◆ conspicuously posted on a sign at the entrance of the cemetery; and
 - ◆ 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 Registrar, Cemeteries Regulation Unit, Ministry of Consumer Services.

B.5 Conduct

- 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.

B.6 Public Register

- In accordance with Provincial legislation – Section 110 of Ontario Regulation 30/11 – St. John's Norway Cemetery and Crematorium maintains a public register that is available to the public during regular office hours.

B.7 Pets or Other Animals

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

B.8 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 OF INTERMENT RIGHTS

- C.1 The interment rights for a lot is purchased from the cemetery at the rate on the cemetery's current price list and according to the plans approved by the Ministry. The rates and plans are on file in the cemetery office. The prices for lots include the applicable Care and Maintenance Fund deposit.
- C.2 The deposit to the Care and Maintenance Fund is as specified in the regulation made under the *Funeral, Burial and Cremation Services Act, 2002* and that came into effect July 1, 2012. As required by sections 166 and 168 of Regulation 30/11, a percentage of the purchase price of all interment rights, scattering rights and a prescribed amount of \$25.00 where there was no scattering rights sold, and a prescribed amount for monuments and markers is contributed into the Care and Maintenance Fund. Income from this fund is used to provide only general care and maintenance of the cemetery. Contributions to the Care and Maintenance Fund are not refundable except when interment or scattering rights are cancelled within the 30-day cooling off period. The Care and Maintenance rates are as follows:
- ◆ the greater of 40% of the selling price or \$250 for an in-ground grave for the burial of an adult;
 - ◆ the greater of 40% of the selling price or \$150 of an in-ground grave for the burial of a child or of cremated remains;
 - ◆ the greater of 20% of the selling price or \$500 for a crypt in a mausoleum; or
 - ◆ the greater of 15% of the selling price or \$100 for a niche or compartment in a columbarium or mausoleum.
- C.3 Payments for interment rights are made at the cemetery office.
- C.4 At the time of sale, the cemetery Board will provide each interment rights holder with:
- ◆ a copy of the contract;
 - ◆ a copy of the cemetery by-laws; and
 - ◆ a Certificate of Interment Rights, when full payment is received.
- C.5 The cemetery will accept payment by installments for interment rights only as follows:
- ◆ A deposit of at least 40% of the purchase price is required at the time the application for purchase is signed.
 - ◆ The balance is to be paid by equal monthly payments over a period of one year.
 - ◆ Should the payments fall behind for a period of three months, the cemetery will repossess the lot(s) unless at least two thirds of the purchase price has been paid. In this case the cemetery would approach the Ontario Court, General Division, for authorization to repossess.
 - ◆ No interments may be made, nor any memorial erected or placed until all indebtedness has been satisfied.
- C.6 Interment rights holders acquire only the right and privilege of burial of the deceased and of constructing monuments or placing markers, subject to the cemetery by-laws and from time to time the approval of the Ministry of Consumer Services.

D TRANSFER OF INTERMENT RIGHTS (without resale)

- D.1 Interment rights may be transferred without resale. However the interment rights holder must follow a clear process established by the cemetery and in keeping with FBCSA policies.
- D.2 To ensure records of ownership are correct, no transfer of interment rights or any interest therein will be binding upon the cemetery until notice is given in writing. Written notice must include lot information, name and address of the proposed transferee, requested date of transfer and authorized signature from the interment rights holder or their representative. Upon receipt of written notice, and after these particulars have been registered, the transfer will be made. The request to transfer the interment rights to a new certificate holder does not negate the right of interment of any person previously designated with a legal and unprovoked right.
- D.3 In cases of transmission of ownership, by will or bequest of interment rights, the cemetery management reserves the right to require the production of a notarized copy of the will or other evidence sufficient to prove ownership before the transfer takes place. The request to transfer the rights to a new interment rights holder does not negate the right of interment of any person previously designated with a legal and irrevocable right.
- D.4 No new interment rights certificate will be issued unless requested by the new rights holder. An administration fee will be charged for the issuance of a duplicate certificate in accordance with the price listed on the cemetery's current price list.

E CANCELLATION OF INTERMENT RIGHTS

- E.1 Cancellation of interment rights within 30-day cooling-off period:
- ◆ A purchaser has the right to cancel an interment or scattering rights contract within 30 days of signing the interment or scattering rights contract by providing written notice of the cancellation to the cemetery. The cemetery will refund all monies paid by the purchaser within 30 days from the date of the request for cancellation.
- E.2 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 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 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 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.

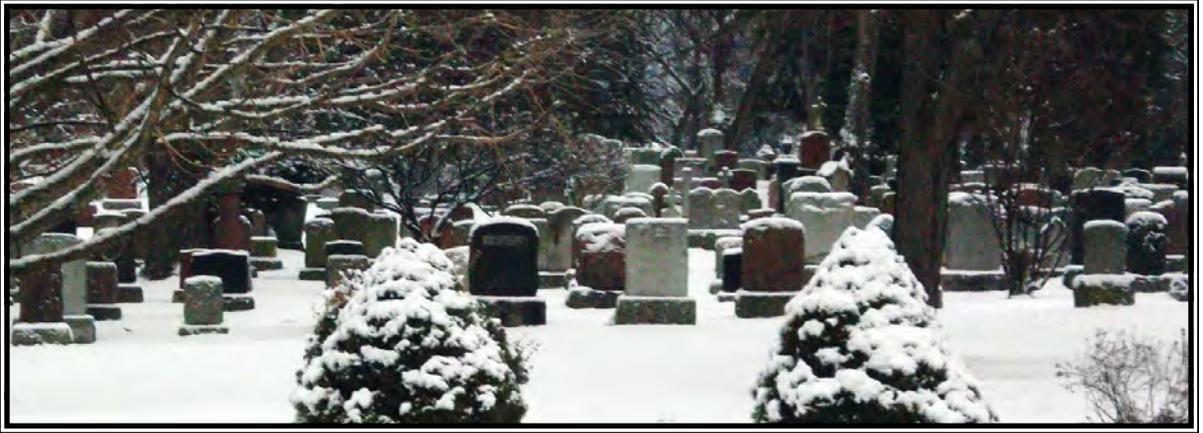
F RESALE OF INTERMENT RIGHTS

- F1 The resale of interment or scattering rights is permitted at St. John's Norway Cemetery. Unless the interment or scattering rights have been exercised, the purchaser retains the right to cancel the contract or re-sell the interment or scattering rights. Once payment for the interment or scattering rights has been made in full and an interment rights certificate has been issued, the interment or scattering rights holder(s), as recorded on the cemetery records, has the right to re-sell the interment rights. Any resale of the interment right shall be in accordance with the requirements of the cemetery by-laws and in keeping with the FBCSA.
- ◆ Interment rights holders may first offer the interment rights to the cemetery. If the cemetery does not wish to re-purchase the interment rights at the current price, less the original Care and Maintenance amount that was paid, then the interment right may be sold to a third party for no more than the current price listed on the cemetery price list, as long as the sale or transfer is conducted through the cemetery and the purchaser meets the qualifications and requirements as outlined in the cemetery's by-laws.
 - ◆ If any portion of the interment or scattering rights has been exercised, the purchaser or the interment rights holder(s) are not entitled to re-sell the interment or scattering rights.
- F2 The interment or scattering rights holder(s) intending to sell their rights shall provide the following documents to the cemetery so that the cemetery may confirm the ownership of the rights and provide the third-party purchaser with a the required certificate etc.:
- ◆ an interment or scattering rights certificate endorsed by the current rights holder;
 - ◆ 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;
 - ◆ if the resale involves scattering rights, a written statement of the number of scatterings rights; and
 - ◆ any other documentation in the interment or scattering rights holder(s) possession relating to the rights.
- F3 The third-party purchaser will be provided with the following documents by the cemetery:
- ◆ an interment or scattering rights certificate endorsed by the current rights holder;
 - ◆ a copy of the cemetery's current by-laws;
 - ◆ a copy of the cemetery's current price list;
 - ◆ 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;
 - ◆ if the resale involves scattering rights, a written statement of the number of scattering rights available; and
 - ◆ any other documentation in the interment rights holder(s) possession relating to the rights.

- F4 The cemetery will:
- ◆ require a statement signed by the rights holder(s) selling the interment or scattering rights acknowledging the sale of the interment rights to the third-party purchaser;
 - ◆ require confirmation that the person selling the interment or scattering rights is the person registered on the cemetery records and that they have the right to re-sell the Interment or scattering rights;
 - ◆ record the date of transfer of the interment or scattering rights to the third party;
 - ◆ record the name and address of the third-party purchaser(s);
 - ◆ provide a statement of any money owing to the cemetery in respect to the interment or scattering rights.
- F5 Once the endorsed certificate and all required information has been received by the cemetery from the rights holder(s), the cemetery will issue a new interment or scattering rights certificate to the third-party purchaser.
- F6 Upon completion of the above-listed procedures, and upon the issuance of the new interment or scattering rights certificate, the third-party purchaser or transferee(s) shall be considered the current interment or scattering rights holder(s) of the interment or scattering rights, and the resale or transfer of the interment or scattering rights shall be considered final in accordance with the cemetery by-laws and the FBCSA.
- F7 The cemetery will charge an administration fee for the issuance of a duplicate certificate in accordance with the price listed on the cemetery's current price list.
- F8 St. John's Norway Cemetery and Crematorium does not prohibit the resale of interment or scattering rights and may repurchase the interment or scattering rights from the rights holder(s) if the cemetery so desires and may negotiate a purchase price so long as the seller acknowledges being aware of the cemetery's current price list amounts for interment and scattering rights.

G ABANDONMENT OF RIGHTS

- G.1 If any interment rights have not been used after a 20-year period, they may be considered abandoned. The cemetery may apply to the Ministry Registrar for a declaration that the interment rights are abandoned after making inquiries and giving reasonable notices to find the interment rights holders or beneficiaries. Upon being satisfied that the rights are abandoned, the Registrar will issue a declaration to that effect. If there is not an appeal by the end of the time period allowed for appeal, the cemetery may resell the interment right in question.
- G.2 Any person whose interment rights have been resold after being declared abandoned may apply to the Ministry Registrar for redress. Upon receiving an application for redress, the Registrar will request the cemetery to provide not less than equivalent interment rights in that cemetery or to refund the amount it would cost to purchase 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.

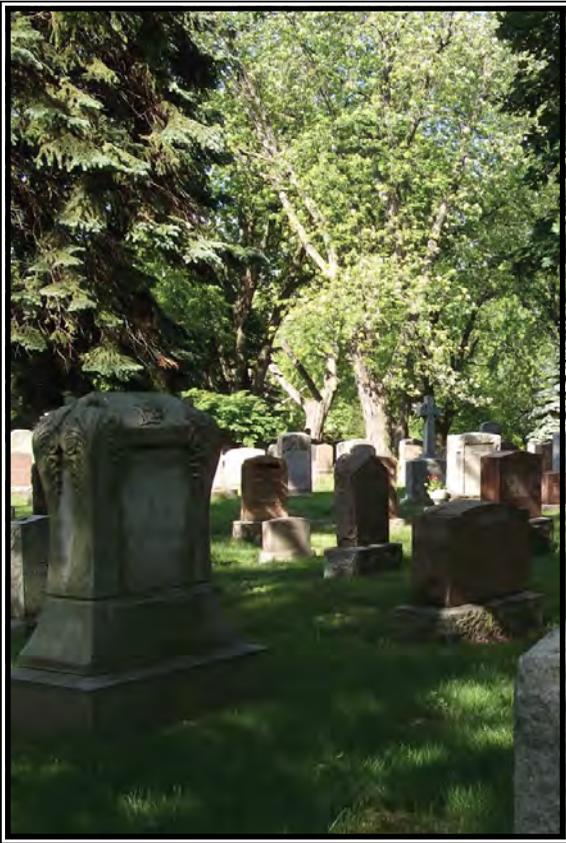


H PRE-PAID SERVICES

- H1 All funds received for pre-paid services will be deposited, within 60 days of receipt, into a trust fund designated established with a corporation registered under the *Loan and Trust Corporations Act*, 1989.
- H2 A trustee of the fund will hold, for the benefit of the purchaser, all monies received for the services until that portion of the contract is completed.
- H3 When a portion of a contract is completed, the trustee will pay to the cemetery:
- ◆ the lesser of the current market price 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.
- H4 Cancellation of pre-paid contracts:
- ◆ H1 does not apply if the supplies or services are provided within 30 days after the contract is made because of the death of the person for whom the supplies or services were contracted.
 - ◆ By written notice to the cemetery, the contract to purchase pre-paid supplies or services may be cancelled at any time before the services or supplies are provided.
 - ◆ Within 30 days after receiving notice, the cemetery will refund to the purchaser all monies, together with all income received under the contract.
 - ◆ If the contract is cancelled after 30 days, the cemetery may retain a 10% service charge from the amount paid by the purchaser for the pre-paid services or supplies together with any income earned by the cemetery on the 10% since the purchase, or \$350, whichever is less.
 - ◆ It is a condition of every contract for the purchase of pre-paid 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; or
 - ▷ the cemetery is unable, after making reasonable efforts, to determine if the beneficiary is alive.

1 INTERMENTS AND DISINTERMENTS

- l.1 Interment or scattering rights holder(s) must provide written authorization prior to the occurrence of a burial, scattering, or an entombment. Should the interment or scattering rights holder be deceased, authorization must be provided in writing by the person authorized to act on behalf of the interment rights holder – i.e., personal representative, estate trustee, executor or next of kin.
- l.2 A burial permit issued by the Registrar or equivalent document showing that the death has been registered with the province must be provided to the cemetery office prior to the occurrence of a burial or entombment. A Certificate of Cremation must be submitted to the cemetery office prior to the burial of cremated remains or scattering of cremated remains.
- l.3 In accordance with the FBCSA, the purchaser of interment or scattering rights must enter into a cemetery contract, providing such information as may be required by the cemetery for the completion of the contract and the public register prior to each burial or entombment of human remains, or each scattering of cremated human remains.
- l.4 Payment must be made to the cemetery office before a burial, entombment or inurnment. Persons requesting interment in a lot will be held responsible for all charges incurred. No interment will be permitted in any lot where the interment rights have not been paid for in full. The interment fee includes the opening and closing of the lot and the registration of the burial.
- l.5 The cemetery shall be given at least 24 business hours of notice for each burial of human remains or scattering of cremated human remains.
- l.6 New vaults are not permitted at St. John's. The weight of vaults will cause shifting due to the sandy soil of the cemetery. Pre-paid contracts with St. John's for vault burials will still be honoured.
- l.7 The opening and closing of graves, crypts and niches or the scattering of cremated remains may only be conducted by cemetery staff or those designated to do work on behalf of the cemetery.
- l.8 Cremated remains may be scattered within a designated scattering area of the cemetery.
- l.9 A scattering rights contract must be completed and the payment of the scattering fee must be received before the scattering of cremated human remains may take place.
- l.10 Once scattered, cremated remains cannot be retrieved.
- l.11 Human remains may be disinterred from a lot, provided that the interment rights holder and the next of kin of the deceased have given the cemetery written consent (authorization) and the medical officer of health has been notified. A certificate from the local medical officer of health must be received at the cemetery office before the removal of casketed human remains may take place. A certificate from the local medical officer of health is not required for the removal of cremated remains. A burial certificate under the *Vital Statistics Act* is not required to re-inter human remains that have been disinterred, according to the *Funeral, Burial and Cremation Services Act*, 2002 and regulations.
- l.12 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.

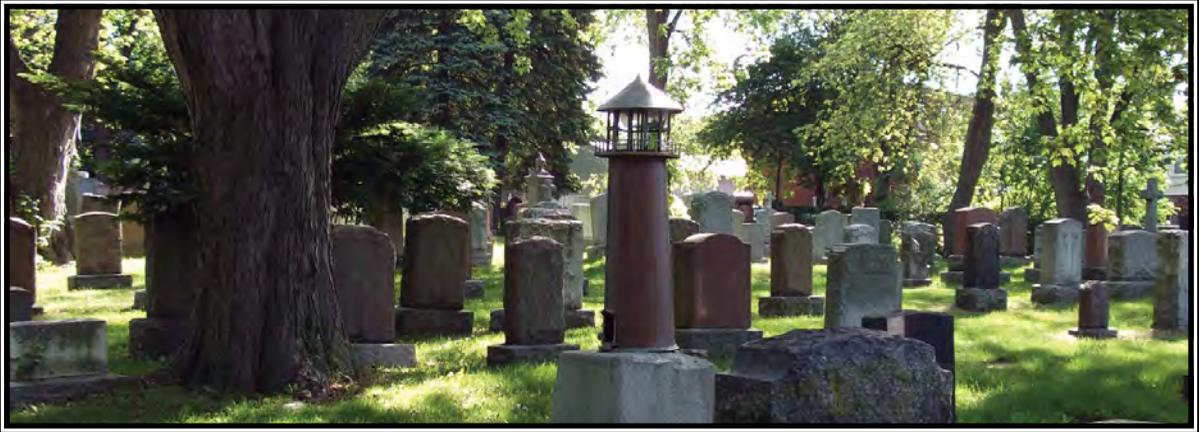


- l.13 The number of burials in each grave varies with the type of burial taking place:
- ◆ In each single depth grave, there may only be one casket burial. However, there may be an additional six burials of cremated remains.
 - ◆ In each double depth grave, there may only be two casket burials. However, there may be an additional six burials of cremated remains.
 - ◆ If space is available, an infant container measuring .6 meter by .3 meter (24 inches x 12 inches) may be buried at the end of a single/double depth grave in which caskets have already been buried.

- l.14 Remains to be buried must be enclosed in a container approved by cemetery management, sealed securely, of sufficient strength to remain intact during burial and must fit within the lot size.
- l.15 The interment rights holder must authorize all interments, inurnments and entombments in writing. No authorization is necessary if the burial is of the deceased interment rights holder.
- l.16 A cemetery employee will be in attendance at each interment.
- l.17 When two or more persons jointly hold interment rights, an order for burial or scattering must be signed by all rights holders, or their legally authorized representatives.
- l.18 The cemetery will exercise all due care in making interments and disinterments, and is therefore not responsible for damage to any casket, urn or other container.
- l.19 Funeral processions in the cemetery will follow the route indicated by cemetery management.
- l.20 The cemetery reserves the right, at its cost, to correct any error made by it in making interments, in the description of the lot, or transfer or conveyance of any interment rights. The cemetery may either cancel such grant and substitute other interment rights, or a lot of equal value and similar location, as far as is reasonably possible, or refund all money paid on account for such purchase. Wherever possible, notice will be given personally to the interment rights holders. 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.
- l.21 The cemetery will not undertake interments on statutory holidays.

J CARE OF LOTS – GENERAL

- J.1 All lots will be maintained and kept properly graded, given topsoil, seeded and mown by cemetery employees. Upon request, a lot needing care will be tended outside the scheduled routine.
- J.2 Cemetery management permission is required to do any work on a lot.
- J.3 Shrubs 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 cemetery management. No trees or shrubs growing within any lot may be removed or altered without the consent of cemetery management.
- J.4 The height of shrubs or other plants may not exceed 0.9 meters (3 feet) above ground level. The diameter of shrubs or other plants at their widest point, including all foliage, may not exceed 0.35 meters (14 inches), or obstruct adjacent lots.
- J.5 If any trees or shrubs situated in any lot have become in any way, detrimental to the adjacent lots, drains, roads or walks, or prejudicial to the general appearance of the grounds or inconvenient to the public, cemetery management may trim parts or remove them.
- J.6 Permission to remove flowers, plants, ribbons or other articles from lots must be obtained from cemetery management or the interment rights holder.
- J.7 Nails, wires, wooden crosses as monuments, glass containers, pottery or any other material that may create a hazard to workers or to visitors through neglect or breakage are not allowed in the cemetery at any time.
- J.8 Borders, fences, railings, walls, cut-stone coping and hedges in or around lots are prohibited.
- J.9 Rubbish must be placed in the receptacles provided on the grounds.
- J.10 No unauthorized person may change the grading of a lot. In the case of any such change, cemetery management may restore the lot to its original grade at the expense of the interment rights holder.
- J.11 No unauthorized person may lay sod, or move corner posts, monuments, footstones or lot markers.
- J.12 Loss or damage to articles left upon cemetery grounds is not the responsibility of the Board or management.
- J.13 All tributes and personal articles will be removed and disposed of during two cemetery cleanup weeks: one week before Thanksgiving weekend and one week before Easter weekend. Please retrieve your articles before these time frames. There will be no further notification.



K CARE OF LOTS – FLOWERS

- K.1 Artificial flowers are permitted, provided they do not hinder the general maintenance of the cemetery. Visitors placing potted plants, urns or artificial floral tributes are responsible for their upkeep.
- K.2 The cemetery reserves the right to remove all flowers, potted plants, wreaths and baskets of flowers when they become withered or unsightly, or if for any other reason such removals are in the best interest of the cemetery.
- K.3 Vases, urns and flower stands not properly cared for may be removed from the lot. Any stand, holder, vase or other receptacle for flowers that is unsightly or unsuitable may be prohibited and/or removed by cemetery management.
- K.4 Flower beds may extend 0.3 meters (12 inches) or less from the monument/marker, and not beyond the width of the monument/marker.
- K.5 Cement flowerpots and metal in-ground vases are allowed to remain on the lot after Thanksgiving weekend. The cement flowerpots must be placed upside down as close to the monument base as possible and the metal vases in their sleeves.
- K.6 Artificial floral tributes may be placed on the lot during or after Thanksgiving weekend provided they are securely fastened to the monument or where there is no monument, mounted on a stand at least 76 cm (30 inches) high and securely anchored in the ground.

L SPECIAL CARE FOR LOTS

- L.1 Endowed Special Care (ESC) provisions for lots are no longer being accepted. Existing ESC lots are cared for on an ongoing basis.

M MONUMENTS, MARKERS, FOOTSTONES – GENERAL INFORMATION

- M.1 No marker, monument or other structure may be erected or permitted on a lot until all charges have been paid in full:
- ◆ Once work has commenced, or the cemetery has incurred any other financial obligation, persons purchasing a monument, marker, footstone or inscription from the cemetery shall be held fully liable for payment of the incurred costs.
- M.2 Monuments, markers and footstones of bronze or granite are permitted with size and quantity restrictions according to cemetery by-laws and the placement of such memorials shall not interfere with future interments:
- ◆ Single lot – maximum monument size: 4 feet (1.2 meter) high;
 - ◆ Single lot – maximum flat marker size: 24x18 inches (.6x.45 meters);
 - ◆ Double lot – maximum monument size: 6 feet (1.2 meter) high;
 - ◆ Cremation and infant lots – maximum size: 2 stones – 16x10 inches (.4x.25 meters) each.
- M.3 Cemetery management permission is required before a memorial monument or marker may be placed, moved, altered or removed.
- M.4 Specific design plans including dimensions, material of structure, construction details, and proposed location, must be approved before a monument, marker or other structure shall be erected.
- M.5 No monument, marker or footstone will be approved for delivery to the cemetery without the completion of a Request for Memorial Installation form and approval of the cemetery.
- M.6 Persons ordering the installation of a monument or marker in the cemetery must pay a prescribed amount to the St. John's Norway Care and Maintenance Fund. The interest earned from this fund maintains the markers or monuments.
- M.7 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, marker, or other structure, or part thereof.
- M.8 If a monument, marker or footstone in the cemetery presents a risk to public safety, because it is unstable, St. John's Norway will do whatever is necessary to remove the risk – including laying down or removing the monument, marker or footstone from the lot and placing it in a cemetery storage area.
- M.9 The cemetery reserves the right to remove, at its sole discretion, any marker, monument, footstone or inscription, that is not in keeping with the dignity and decorum of the cemetery.
- M.10 Book or pillow markers are permitted only in designated areas in the cemetery.
- M.11 All attachments on monuments, markers or other memorials within the cemetery grounds are the sole responsibility of the interment rights holder.
- M.12 All foundations for monuments and markers must be built by cemetery employees, or contracted out by cemetery management, at the expense of the interment rights holder.

N MONUMENTS

- N.1 The cemetery reserves the right to determine the maximum size of monuments, their number and their location on each lot.
- ◆ Only one monument may be erected on a single lot. One flat marker may also be placed at the end of the grave farthest from the monument. A flat marker may also be used in lieu of a monument.
 - ◆ Monuments may only be erected on lots designated for monuments and not in any area designated for “Flat Markers only”.
 - ◆ 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 cemetery management before a monument is set.
- N.2 Statues may be placed only at the sides of the monument on a common base and may not extend more than six inches above the top of the die of the monument.
- N.3 Candleholders 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.
- ◆ Candleholders must be included in determining the overall size of the memorial.
 - ◆ A maximum of two candles or vases may be placed on the base of a monument.
 - ◆ A candleholder must have adequate drainage to prevent collection of water.
 - ◆ Candleholders must be fully enclosed with a door or lid.
- N.4 Scraping of the base portion of the monument, due to grass/lawn maintenance, is considered normal wear.

O MARKERS AND FOOTSTONES

- O.1 Markers and footstones will only be accepted during regular working hours. Seasonal conditions permitting, installations will be made as soon as possible.
- O.2 Only markers or footstones of bronze or granite are permitted with size and quantity restrictions according to the section of the of the cemetery and the regulations as per the size of lot in that section.
- O.3 Flat markers are to be flat on top and set level with the ground so that grounds maintenance equipment may pass safely over them. They will be set by cemetery staff upon payment of the fee by the interment rights holder or a legally authorized person.
- O.4 One marker may be placed at each grave. Where a monument is permitted one flat marker may also be placed at the end of the grave farthest from the monument.
- O.5 The minimum thickness for all flat markers and footstones is 10 centimeters (4 inches).
- O.6 The bottom bed of all bases and markers must be cut level and true.
- O.7 All bronze markers or footstones must be affixed to a granite base with a surface area at least the same size and with a minimum depth of 10 centimeters (4 inches).

P MONUMENT DEALERS, CONTRACTORS AND WORKERS

- P1 All cemetery by-laws apply to all contractors, monument dealers and workers, and all work carried out by them in the cemetery.
- P2 Prior to the start of any work, contractors must provide proof of any or all of the following that apply:
- ◆ Workplace Safety and Insurance Board (WSIB) coverage;
 - ◆ Occupational Health and Safety compliance standards;
 - ◆ Environmental Protection;
 - ◆ Workplace Hazardous Materials Information System (WHMIS) training; and
 - ◆ evidence of liability insurance of not less than two million dollars.
- P3 No monument, marker or footstone may be delivered to the cemetery without the completion of a Request for Memorial Installation form and the approval of the cemetery.
- P4 All monuments and markers must show SECTION – RANGE – GRAVE numbers legibly and permanently inscribed in the lower right-hand corner of the stone.
- P5 No monument or marker will be delivered to the cemetery until the foundation is completed and the contractor is ready to proceed with the work of installation, unless cemetery management has given an exception.
- P6 No monument, marker or footstone will be removed without written permission from cemetery management and interment rights holder.
- P7 Contractors shall lay planks on the lots and paths over which heavy materials and equipment are to be moved, in order to protect the surface of the ground.
- P8 The demeanor and behaviour of all workmen employed by others in the cemetery will be subject to the control of cemetery management.
- P9 If contractors are working in the immediate vicinity of a funeral, work must cease until the conclusion of the service.
- P10 All work must be carried out within the published operational hours of the cemetery, unless cemetery management has approved an exception.
- P11 If necessary, all tools, building materials, surplus earth, rubbish and other supplies must be relocated or removed at the request of cemetery staff. Cemetery management may direct the removal of the obstructions and the expense will be charged to the monument dealer or contractor concerned.

Q COLUMBARIUM, MAUSOLEUM, MEMORIAL WALLS, CREMATION GARDENS AND SCATTERING GARDENS

- Q.1 All the general rules and regulations of the St. John's Norway Cemetery and Crematorium shall apply to the above facilities.
- Q.2 A Burial Permit must accompany all bodies before entombment takes place.
- Q.3 A Certificate of Cremation must accompany all cremated remains before an interment, inurnment or scattering may take place.
- Q.4 Full payment must be made to the cemetery before an entombment, interment, inurnment, or scattering may take place.
- Q.5 No inurnment or entombment shall take place without written permission from the interment rights holder, or a proper/legal representative of the estate if the interment rights holder is deceased.
- Q.6 Only the cemetery staff may open and seal niches and crypts for interment and entombments. This applies to the inside sealers and the fronts.
- Q.7 Two urns are allowed in each niche.
- Q.8 To ensure quality control, desired uniformity and standard of workmanship, the cemetery reserves the right to inscribe all crypt and niche fronts or install all inscription, vases, adornments, or any other approved attachment.
- Q.9 Flowers, wreaths and artificial floral tributes placed against or near any part of the structure that are liable to stain or deface it will be removed.
- Q.10 No containers, baskets, small vases or similar small articles may be placed in or on any of the above facilities without written specific approval of cemetery management. Flowers may only be placed in approved vases permanently attached to the compartment face or in a properly prepared flowerbed.
- Q.11 Cemetery management must approve the design and content of inscriptions on any structures in advance of construction.
- Q.12 No glass vases or other breakable items may be placed around the structure.
- Q.13 Floral tributes made on wire frames must have the wire covered to prevent staining or marking the structure.

R CREMATORIUM BY-LAWS

- R.1 All the general rules and regulations of the St. John's Norway Cemetery and Crematorium apply to the above facility as far as the nature of the case permits.
- R.2 The crematorium will not cremate the remains of more than one person at a time, nor cremate animal remains.
- R.3 Identification of the deceased shall be made prior to the delivery of the deceased to the crematorium.
- R.4 Hours of operation for the crematorium as of January 1, 2013:
- | | |
|---------------|------------------|
| Monday–Friday | 7:30am – 7:00pm |
| Saturday | 7:30am – 4:00pm |
| Sunday | 11:00am – 4:00pm |

- R.5 Before cremation may take place, the following documents must be completed, delivered to the office or crematorium, signed by the proper authority, and approved: a cremation contract, a cremation application, a coroner's certificate, and a burial permit.
- R.6 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 easily along rollers.
- R.7 Once received by the crematorium personnel, the casket/container will remain closed unless permission is given by the purchaser or a judge allowing the 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. All non-combustible parts on the outside of the casket /container will be removed prior to cremation, if possible.
- R.8 The crematorium will not cremate a casket/ container constructed of non-flammable or hazardous material or a material prescribed by the regulations under the *Funeral Burial and Cremation Services Act, 2002* of Ontario Regulation 30/11, 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 reasons.
- R.9 The crematorium 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, the 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, the transfer service, or any others responsible for the removal of such a device.
- R.10 Bodies may be brought for cremation at any time during the hours of operation. However, if the cremated remains are required in a short period of time after drop-off (a rush), the cemetery office must have at least 12 working-hours notice prior to drop-off.
- R.11 To ensure the availability of our chapel and/or retort, 12 working hours notice is required if relatives and friends wish to witness the start of the cremation process. A limited number of observers will be allowed in the crematorium before or during a cremation. The crematorium staff may deny access.
- R.12 Stainless steel identification tags will be placed with the human remains throughout all stages of the cremation process.
- R.13 Cremated remains will be placed in a sealed, temporary container that will be provided by the crematorium. Such container may be left at the crematorium for a period of three months after cremations. If at the end of three months, instructions for the disposal of the cremated remains have not been given, the same may be buried, inurned or scattered at St. John's Norway Cemetery, with no memorialization. Families may make arrangements with the crematorium to keep cremated remains beyond three months, for a nominal monthly storage fee.

S RULES FOR VISITORS

- S.1 Visitors are permitted on cemetery grounds everyday from 8:00 am until dusk only.
- S.2 The cemetery management is empowered and required to preserve order and decorum in the cemetery.
- S.3 Unless authorized by management, no parades other than funeral processions will be admitted to or organized with the cemetery.
- S.4 To ensure the safety and good conduct of children under the age of twelve, adults must accompany them in the cemetery.
- S.5 Vehicles within the cemetery must not be driven at a rate of speed of more than 30 km/hr and must not leave the roadways or park on the grass unless directed to do so by cemetery management.
- S.6 No unlicensed vehicles or snowmobiles are allowed in the cemetery.
- S.7 Registered owners and/or drivers of vehicles will be held responsible for any damage done by them.
- S.8 General parking is only permitted on Baynes Reed Drive and in the church parking lot.
- S.9 Discharging of firearms other than in regular volleys at burial services is prohibited in and around the cemetery.
- S.10 All pets must be leashed while on cemetery grounds and should be kept on roads and thoroughfares. Pet owners must clean up after their animals. Animal waste in the cemetery is disrespectful to the deceased and their families who visit.
- S.11 No picnic or party will be permitted in the cemetery grounds without cemetery management approval.
- S.12 Any person who, while in the cemetery, damages or moves any tree, plant, monument, marker, footstone, fence, structure or other thing usually erected, planted or placed in a cemetery is liable to St. John's Norway Cemetery and to any interment rights holder who, as a result, incurs damage. The amount of damages will be the amount required to restore the items or property to their original state.
- S.13 Any complaints by interment rights holders or visitors must be made in writing directly to cemetery management.
- S.14 Rubbish must be placed in receptacles provided on the grounds.
- S.15 Any person who violates these by-laws or who disturbs the quiet and good order of the cemetery by noise or other improper conduct may be expelled from the grounds.
- S.16 Implements or materials used in doing any work must not be left unattended without permission of cemetery management.
- S.17 The cemetery may remove any article that 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. Any article so removed will be held at the cemetery office for collection and the owner, if known, will be notified. If not collected, the article(s) will be disposed of 30 days after removal or notification.

ST. JOHN'S NORWAY
CEMETERY AND CREMATORIUM

256 Kingston Road
Toronto, Ontario
M4L 1S7

416.691.2965
info@stjohnsnorwaycemetery.ca
www.stjohnsnorwaycemetery.ca

*These by-laws were approved February 4, 2013
by the Ministry of Consumer Services, Consumer Protection Branch,
Cemeteries Regulation Unit.*

September 2013