

THE BY-LAWS OF TRINITY ANGLICAN CEMETERY 2023 (Subject to approval of the Registrar of the BAO)

PREFACE

These by-laws may be changed or amended at any time by the Trustees (as hereinafter defined), and subject to the approval of the Churchwardens of Trinity Anglican Church, Streetsville ("the Churchwardens") and the Bereavement Authority Of Ontario.

The Cemetery (as hereinafter defined) is licensed as a cemetery in accordance with the Funeral, Burial and Cremation Services Act, 2002.

Historically interment rights have been allocated to parishioners and this practice will continue, subject to the provisions of these by-laws, as amended from time to time, and the Funeral, Burial and Cremation Services Act, 2002.

ADMINISTRATION

1. The Board of Trustees (hereafter referred to as "the Trustees") exercises control and management of the land, plantings, monuments, markers, (both as hereinafter defined) books, and records of the Cemetery and authority to administer these by-laws and such other business as is pertinent to the Cemetery including care and upkeep, acting without remuneration as trustees for the Churchwardens in accordance with the Canons of the Diocese of Toronto.
2. The Trustees shall meet annually and make a report available to the Vestry of Trinity Anglican Church, Streetsville.
3. The Trustees are responsible for ensuring the proper care of records and submission of annual reporting to the Bereavement Authority of Ontario. 4. The Trustees shall have custody, under authority granted by the Churchwardens, of the Cemetery. No interment or removal of bodies shall take place without notice to the Trustees.
4. The Trustees and Churchwardens are not responsible for loss or damage from causes beyond their control and especially from damage caused by the elements, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, accidents, invasion, insurrections, riots, or order of any military or civil authority, whether damage be direct or collateral.
5. The Trustees 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, or from any article of any type that is placed on any area set aside to contain human remains.

DEFINITIONS

1. "Board of Trustees" (Trustees) exercises control and management of the land, plantings, monuments, markers, (both as hereinafter defined) books, and records of the Cemetery and authority to administer these by-laws and such other business as is pertinent to the Cemetery including care and upkeep, acting without remuneration as trustees for the Churchwardens in accordance with the Canons of the Diocese of Toronto.
2. "Diocesan Care and Maintenance Fund" is the trust fund in which all monies received by the Cemetery for the care and maintenance of lots, plots, and monuments is invested through the Anglican Diocese of Toronto, remitted to the Diocese of Toronto, and reported to the Bereavement Authority of Ontario.
3. "Cemetery" means the Trinity Anglican Church, Streetsville Cemetery, located at 69 Queen Street South, Mississauga, Ontario, Canada, L5M 1K5.
4. "Certificate of Interment Rights" means the certificate issued by the Trustees to the purchaser of Interment Rights in a lot, plot, grave, or cremation lot (all as hereinafter defined).
5. "Corner-posts" means any stone or other land Markers (as hereinafter defined) set flush with the surface of the ground and used to indicate the location of a Lot (as hereinafter defined).
6. "Cremation Lot" means any burial space intended to receive not more than two (2) cremated remains.
7. "Registrar General" means a duly appointed Registrar by the City of Mississauga who issues burial permits and registers deaths.
8. "Grave" means any burial space intended for an adult or child.
9. "Interment Rights" includes the right to require or direct the interment of human remains in a Lot.
10. "Interment Rights Holder" means a person with Interment Rights with respect to a Lot and includes a purchaser of Interment Rights under the Funeral, Burial and Cremation Services Act, 2002, or a predecessor of that Act.
11. "Lot" means an area of land set aside to contain human remains.
12. "Marker" means any memorial of granite set flush with the surface, and used to mark the location of a Lot.
13. "Plot" means two or more lots in which the rights to inter have been allocated as a unit.
14. "Bereavement Authority of Ontario (BAO)" means the delegated provincial authority regarding bereavement services that serves the Ministry of Consumer Services for Ontario.
15. "Monument" means any permanent memorial projecting above the ground level.
16. "Registrar" means the current appointed registrar of the Bereavement Authority of Ontario.

SALE & TRANSFER OF ALLOCATED INTERMENT RIGHTS

1. No person shall sell Interment Rights unless that person does so with the approval of the Trustees or its authorized representative.
2. Interment Rights in lots may be purchased by members of the parish of Trinity Anglican Church, Streetsville from the Trinity Cemetery at the rates established by the Trustees from time to time. The Trustees may reserve the right to limit Interment Rights sales to two graves per family in a calendar year. The price for Interment Rights includes the applicable portion for deposit to the Cemetery's Diocesan Care and Maintenance Fund in accordance with the Funeral, Burial and Cremation Services Act, 2002.
3. The deposit to the Diocesan Care and Maintenance Fund shall be as specified in the regulations made under the Funeral, Burial and Cremation Services Act, 2002. The amounts are noted in the Cemetery price list as revised from time to time.
4. Payment for Interment Rights shall be made at the Trinity office. Interment fees will be supplied at that time. Fees can change, if not prepaid, subject to applicable approvals.
5. Trinity Cemetery shall provide each Interment Rights Holder at the time of payment and the receipt of appropriate certificates with:
 - A copy of the contract.
 - A copy of these by-laws as then in effect.
 - Upon payment in full, a Certificate of Interment Rights.
6. Purchasers of Interment Rights acquire the right and privilege of burial of the dead and of construction monuments or placing markers, subject to the by-laws from time to time in force.
7. To ensure the correctness of records of Interment Rights and interments, no transfer of any Interment Rights or any interest therein shall be binding upon Trinity Cemetery until notice is given in writing to Trinity Cemetery specifying the name and address of the proposed transferee and date of transfer. Upon receipt of such notice, and payment of a fee, the Trustees will consider and determine in its discretion based on these by-laws and the Funeral, Burial and Cremation Services Act, 2002 whether such transfer shall be approved. If the Trustees approves the transfer the Cemetery records will be amended accordingly.
8. In cases of transmission of ownership by will or bequest of Interment Rights, the Trustees reserve the right to require the production of notarial copy of the probated will or other evidence sufficient to prove ownership.
9. The right to interment in a lot after death of the Interment Rights Holder is declared as follows:
 - Those who the original purchaser designates at any time which, as recorded in the Trinity office, shall prevail.
 - In the case of the original purchaser or the surviving spouse not making such designation during their lifetime, the heirs of the said purchaser may, by an agreement in writing duly signed by all of them, determine who among them shall have the right of burial in that said lot, subject to the sale and allocation conditions of #8 above.
10. The cemetery has the right of first refusal to buy back unused interment rights from a

Interment Rights Holder at the current price listed on the cemetery price list minus the portion of the original price already remitted to the Diocesan Care and Maintenance Fund and the administration fee outlined in the cemetery price list.

11. An Interment Rights Holder must request that the Cemetery repurchase their rights in writing and file this request at Trinity Cemetery with proof of legal ownership. No third party sale of interment rights may be undertaken without proof of legal right to sell interment rights, a detailed description of the terms of resale, written permission of the Cemetery's Board of Trustees and payment of the administration fee outlined in the cemetery price list.
12. Subject to the requirements of the Funeral, Burial and Cremation Services Act, 2002 the repurchase price of the Interment Rights, shall be the current amount for the rights less the amount paid by the Cemetery to the Diocesan Care and Maintenance Fund and an administration fee for transfer or resale as outlined in the cemetery price list.
13. NO REFUND will be made for any lot if any Interment Rights have been exercised.
14. If any Interment Rights have not been used after a 20 year period has passed, they may be considered abandoned. The Trustees may apply to the BAO for a declaration that the Interment Rights are abandoned after making reasonable inquiries and efforts to contact and give notice to the Interment Rights Holders or their designated beneficiaries, as applicable. Upon being satisfied that the rights are abandoned, the Registrar may issue a declaration to that effect. If there is no successful appeal of such declaration, the Cemetery may resell the Interment Rights that have been determined to be abandoned.
15. Any person whose Interment Rights have been resold after being declared abandoned 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.
16. The Trustees reserves the right to refuse interment or improvements on any lot on which charges are due and unpaid.

INTERMENTS AND DISINTERMENT

1. Winter burials, at the discretion of the Trustees, shall take place weather permitting.
 2. Not more than one burial shall be made in any single grave except:
 - In areas designated for double depth burial. The first interment must be made at the lower level.
 - The cremated remains of not more than six persons.
 - A 60.96 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.
- OR
- A 30.48 x 30.48 cm (12" x 12") cremation 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.

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 lot.
4. All interments must be authorized in writing by the Interment Rights Holder except the interment of the Interment Rights Holder.
5. A representative of Trinity Cemetery shall be in attendance at each interment.
6. A burial permit issued by the Division Registrar, showing that the death has been registered and the fee for the opening of the lot according to the fee found in the Price List, must be received by an Administrator of Trinity Cemetery before an interment can take place.
7. In the case of a cremation interment or inurnment, the cremation certificate and the prescribed fee must be received by an Administrator of Trinity Cemetery before the inurnment can take place.
8. Persons requesting interments in lots must be held responsible for any charges and all fees incurred. All fees must be received before interment or inurnment can take place.
9. When Interment Rights in an interment are held jointly by two or more persons, an order will be accepted from either or any of them or their authorized representatives, for interment in such part of the interment as may be requested.
10. No lot shall be opened for interment or disinterment by any person not an agent of, or under the direction of the Trustees, except under special circumstances, and by permission of the Trustees.
11. The interment fee includes the opening and closing of the lot and the registration of the burial.
12. The scale of fees for lot openings is based on the size of the lot and labour involved.
13. No person shall remove human remains, except cremated remains, from a cemetery unless a certificate of a Medical Officer of Health or the Trustees confirming that the Funeral, Burial and Cremation Services Act, 2002 and the regulations thereunder have been complied with is affixed to the container. 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 thereunder.
14. Trinity 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.
15. No interment shall be permitted in any lot where the burial rights have not been paid in full.
16. The Trustees 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 Trustees 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 refund all money paid on account for such purchase. A reasonable effort will be made to notify the interment rights holder if plot change occurs, and if no

response is received will be made with the permission of the Trustees and notice will be posted. If necessary, it 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.

17. Trinity Cemetery shall not be responsible for any errors made for any funeral arrangements made over the phone. These arrangements must be made in writing, by email or in person.
18. Request of interment to be made shall be given to Trinity Cemetery in advance of interment and is subject to approval and availability of Trinity Staff. Trinity Cemetery cannot be held responsible for having lots prepared for funerals unless such notice is given.
19. Extra Charges are included in the Price List for:
 - Sunday or Statutory Holidays interments
 - Funerals occurring at the Cemetery after the hour of four o'clock in the afternoon.

CARE OF LOTS – GENERAL

1. All lots and plots shall be maintained and kept properly graded, sodded and mown under the supervision of the Trustees.
2. No person shall do any work upon a lot without the permission of the Trustees.
3. During the growing season (usually from March to November) while natural flowers are available, artificial flowers in any form, including wreaths, balloons or other articles are discouraged on graves or lots.
4. Permission must be obtained from the Trustees before removing flowers, plants, ribbons or other articles from the graves or lots. Although spent flowers and plants may be removed.
5. NO GLASS CONTAINERS of any kind are allowed in the Cemetery at any time.
6. Nails, wires, articles of glass or pottery or any other material that creates a hazard to workers and to visitors are not allowed in the Cemetery.
7. Borders, fences, railings, walls, cut-stone coping and hedges in or around lots are prohibited.
8. No Interment Rights Holder shall change the grading of their lot, and in the case of such change, the Trustees may restore the lot to its original grade at the expense of the Interment Rights Holder.
9. No unauthorized person shall sod, move corner posts or lot markers.
10. The Trustees shall not be responsible for loss or damage to any articles left upon any lot or plot.
11. Memorial donations of benches and trees may be made with permission of the Trustees.

CARE OF LOTS – FLOWERS

1. The Trustees reserve the right to remove all flowers, flower beds, potted plants, wreaths and baskets of flowers where they become withered or unsightly, or for any other reason as determined by the Trustees or its authorized representative.
2. Vases, urns and flower stands not properly cared for, and not filled with plants may be removed by the Trustees from the lot, and any stand, holder, vase or other receptacle for flowers that is unsightly or unsuitable as determined by the Trustees may be prohibited or removed by the Trustees.
3. Flower beds not exceeding 45.72 cm (18 inches) in width and 30 cm (10 inches) in depth shall be permitted in front of Monuments.
4. 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 by the Trustees and the cost charged to the Interment Rights Holder.
5. 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.
6. Potted plants must not be buried but must be placed on top of the ground as close to the monument base as practical.
7. Those that placed potted plants or urns, not planted by the Cemetery, are responsible for their upkeep and must remove them by November 1st.
8. Artificial Christmas wreaths without glass or plastic covers are allowed to be placed on the lot after November 1st, provided they are securely fastened to the monument or where there is no monument, mounted on a stand and securely anchored to the ground.
9. Artificial Christmas wreaths must be removed before April 1st; otherwise the Trustees will remove and dispose of them.
10. No enclosed containers shall be used to hold candles.
11. Shrubs and creeping plants are prohibited from being planted in flower beds. The Trustees reserves the right to remove spreading plants and invasive species.

MONUMENTS AND MARKERS – GENERAL INFORMATION

1. No monument or other structure shall be erected or permitted on a lot until accrued charges have been paid in full.
2. No inscription shall be placed on any monument, marker or niche cover which is not pre-approved by the Cemetery.
3. No monument, footstone, marker or memorial of any kind shall be placed, moved, altered or removed without permission from the Trustees.
4. Candle holders and vases may constitute part of a monument if they are made principally of bronze or stainless steel.
5. No monument or marker will be delivered to the Cemetery without the Request for Installation form containing the following information:

- The Interment Rights Holders' name & address.
- Instructions for placement of the marker or monument.
- The dimensions in the case of flat marker.
- In the case of a monument:
 - The dimensions of the die, height, width, length.
 - The dimensions of the base, height, width, length.
 - The overall size of the monument.
 - A description of the monument: cover and design.
 - The appropriate fees for the Care & Maintenance Fund in relation to the size of the marker/monument as set out in the Funeral, Burial and Cremation Services Act, 2002, must accompany the monument.

6. The Cemetery is obliged to maintain or lay down all monuments, markers and memorials to ensure the safety of the public and to preserve the dignity of the Cemetery.

MONUMENTS

1. As set out in the definition above, a monument means any permanent memorial projecting above ground level.
2. Minor scraping of the base portion of the upright monuments due to the turf mowing operation is considered by the Trustees to be normal wear.
3. The Trustees 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 or the negligence of those acting under its authority.
4. The Trustees reserve the right to determine the maximum size of the 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, subject to any requirements of these by-laws, the Funeral, Burial and Cremation Services Act, 2002 and regulations thereunder.
5. Lots are sold as singles and doubles:
 - No monument other than a headstone may be erected on a single grave and only one headstone and four footmarkers may be erected thereon.
 - A double lot is allowed one upright monument. Only eight footmarkers are allowed.
6. Subject to the Funeral, Burial and Cremation Services Act, 2002 and regulations thereunder the maximum size monument allowed on a single lot is:
 - Height: 0.91 meters (3 feet)
 - Width: 35.6 cm (14 inches)
7. 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).
8. 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 (34 inches) in width

must be doweled to the base and able to withstand the 100 lbs standard.

9. Should the monument exceed 106.68 (42 inches) overall height, the die must be 25.40 cm (10 inches).
10. 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.
11. 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.
12. The maximum width of a base is controlled by the width of the plot or lot where it will be installed.
13. Monuments can only be erected on lots designated for monuments.
14. Monuments must be placed at the centre 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 Trustees before a monument is set.
15. Concrete foundations are required for all monuments and markers and shall be installed by the approved supplier at the expense of the Interment Rights Holder. The payment of the charges for the construction of foundations are the Interment Rights Holder's responsibility.
16. No foundations may be constructed after November 15th in any year and before April 1st in the following year.
- 17.** 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 and/or supplier, the foundation must be immediately removed and rebuilt by the Cemetery at the expense of the Interment Rights Holder.

MARKERS

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.
2. Subject to the Funeral, Burial and Cremation Services Act, 2002 and regulations thereunder, markers or footstones of granite are permitted with size and quantity restrictions according to the section of the Cemetery and the regulations necessary, as per 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 40.64cm x 25.40cm 16" x 10"

In designated Cremation areas, 16" x 10" granite are only allowed.

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 the Trustees or their designate, at the expense of the Interment Rights Holder.
4. Each single lot may be marked on the ground with a flat marker only, unless otherwise designated as an upright monument section.
5. Four footmarkers may be placed at each grave in addition to the monument. The markers shall be placed just in front of the monument and shall not exceed 30.48cm x 50.8cm (12" x 20").
6. Any flat marker that exceeds the standard width of 30.48cm (12 inches) can only be installed after a full interment has taken place.
7. The minimum thickness for all flat markers including footstones is 10.16 cm (4 inches).
8. All markers and monuments shall be constructed of granite. The bottom bed of all bases and markers shall be cut level and true. Cremation areas use granite only.
9. All temporary markers may be provided by the Cemetery to be placed on the Grave for a 6 month period only.

RULES FOR MONUMENT DEALERS, CONTRACTORS, AND WORKERS

1. No monument, marker, or niche cover shall be delivered to the Cemetery without proper paperwork.
2. Monument dealers are responsible for having foundations ready prior to monument delivery.
3. No monument or marker will be delivered to the Cemetery until the foundation is completed and the contractor is ready to proceed with erecting the monument.
4. No monument or marker will be removed without written permission from the Cemetery.
5. All companies who do work in the Cemetery shall have Worker's Compensation coverage or WSIB coverage for their workers as well as sufficient liability insurance.
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.
7. There shall not be a variance in the size of the base required as stated on the work order and the size of the monument delivered.
8. The demeanour and behaviour of all workers employed by others in the Cemetery shall be subject to the control of the Trustees or their designate.
9. Workers shall cease work if in the immediate vicinity of a funeral until the conclusion of the service.
10. All work must be done during regular Cemetery hours.
11. Heavy loads shall not be permitted in the Cemetery when the grounds are in unfit condition.
12. All implements and materials used in the performance of any work, and all rubbish and

surplus earth shall be removed when, and to where, and in such manner as the Trustees or its delegate may order. Otherwise, the obstructions will be removed, and the expense charged to the monument dealer, worker or contractor responsible.

13. If a monument company desires to set a flat marker, it must have arrangements as to time to installation with the Cemetery , as all work must be supervised by the Cemetery or their designate.

WREATHS

1. Monument saddles for Christmas wreaths may remain on the monument until March 15th. 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.
2. All winter wreaths on stands must be removed by March 15th 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

1. Visitors are always welcome at the Cemetery during the open hours, from 8:00 am until sundown. They are asked to remember the respect due to the dead.
2. The Trustees are empowered to preserve order and decorum in the Cemetery, and determine all events occurring in the Cemetery.
3. 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.
4. No vehicles shall be driven within the Cemetery or park on the grass unless permitted to do so by the Trustees or its designate. No pleasure ATV's (all terrain vehicles) or snowmobiles are allowed in the Cemetery.
5. Vehicle owners and the drivers of such vehicles shall be held responsible for any damage done by them.
6. Discharging of firearms is prohibited in and around the Cemetery unless they are using a blank firearm for a historical reenactment, with permission from the Trustees
7. No dogs or other pets shall be allowed in the Cemetery.
8. Any person who, in the Cemetery, damages or moves any tree, plant, marker, fence, structure or other things usually erected, planted or placed in the Cemetery is liable to the Cemetery and any Interment Rights Holder, who, as a result, incurs loss. 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.
9. Any complaints by Interment Rights Holders or visitors should be made to the Cemetery.
10. Rubbish shall not be thrown on lots, walkways, or any part of the Cemetery grounds.
11. 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 ground.
12. 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 at the direction of the Trustees at its discretion or by its designate. An article removed will be held at the Cemetery for collection. If not collected, it will be disposed of after one month.

RULES FOR VOLUNTEERS

1. Cemetery Volunteers are individuals who freely commit their time and efforts to projects directed by the Trustees. They are led in activities and projects by Trinity Cemetery or a representative of Trinity Cemetery.
2. Should a Cemetery Volunteer be approached by a member of the public with questions regarding the services offered through Trinity Cemetery, they are to request that all questions be directed to Trinity Cemetery.
3. Cemetery Volunteers must follow the policies outlined in Rules for Visitors.
4. Cemetery Volunteers must not conduct any business for personal or financial gain on the grounds or regarding Trinity Cemetery.