

By-Laws of

Trinity United Church Cemetery

DRAFT - 2025

8053 poplar Sideroad, Collingwood
Part of Lot 39, Concession X
Clearview Township
Simcoe County

Office
Trinity United Church
140 Maple Street
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Effective date —————

**BY-LAWS
FOR THE OPERATION AND MAINTENANCE
OF
TRINITY UNITED CHURCH CEMETERY
Herein Referred to as the cemetery operator
Organization # 3300933 Site # 03835**

1. Preface

The Trinity United Church Cemetery Board appeals to the public to aid them by following these By-Laws for the improvement and upkeep of the Cemetery, and to keep the Cemetery a becoming and respectful place for the burial of the dead.

2. Purpose of By-Laws

These By-Laws are the rules and regulations that govern Trinity United Church Cemetery and have been approved by the Registrar, Funeral, Burial and Cremation Services Act, 2002, (FBCSA), Bereavement Authority of Ontario (BAO) (The Registrar")

The Schedule of Cemetery Fees and Charges, which is reviewed/updated annually by the Board is available at the Church office and should be read in conjunction with these By-Laws.

3. By-Law Definitions

"Act" means the Funeral, Burial and Cremation Services Act, (FBCSA) 2002 and Ontario Regulation 30/11 & 184/12, as amended periodically.

"Board" means the voluntary Board of Trinity United Church Cemetery, charged with the operation, care and upkeep of Trinity United Church Cemetery.

"Burial" means the opening and closing of an in-ground lot or plot for the disposition of human remains or cremated human remains.

"By-Laws" mean the rules under which the cemetery operates

"Care and Maintenance Fund" means a trust fund required by the FBCSA and O.Reg. 30/11 and 184/12 into which is deposited a prescribed amount or percentage of the price (excluding tax) of all Interment Rights sold, as well as prescribed amounts for monument and marker installations. The interest earned on this trust fund is used to help provide for the long term care and maintenance of plots, lots, markers and monuments at the Cemetery, in perpetuity.

"Cemetery" means Trinity United Church Cemetery.

“Chairperson” is the Chairperson of the Trinity United Church Cemetery Board.

“Church” means Trinity United Church, 140 Maple Street, Collingwood.

“Columbarium” means a structure containing a number of niches for interring cremated human remains.

“Contract” All purchasers of Interment Rights must sign a contract with the Cemetery detailing the obligations of both parties and acknowledging receipt and acceptance of the Cemetery By-Laws, Consumer Information Guide and Schedule of Cemetery Fees and Charges etc. that are necessary for a purchaser to be aware of.

“Corner Posts/Stones” mean the four stone or other markers, defining the location of a lot or plot, and set flush with the surface of the ground.

“Custodian” means the person(s) contracted by the Board for the operation of the Cemetery, including supervision of burials, grass cutting and general maintenance.

“General Maintenance Account” means the account set aside for the maintenance of the Cemetery and for services rendered in connection with the operation.

“Grave” or “Lot” means an in-ground space for burial of adult, child and cremated human remains.

“Interment” means the placing of adult, child or cremated human remains in a grave or niche.

“Interment Rights” are the rights to require or direct the interment or disinterment of adult, child or cremated human remains in a grave (lot), plot or niche, and direct the associated memorialization.

“Interment Rights Certificate” is the document issued by the Board defining the burial space allotted to the purchaser, once the price of the interment rights has been paid in full, identifying ownership and authority over those specific interment rights.

“Interment Rights Holder” is any person designated to hold the right to inter human remains in a specified lot or niche. They may be the person named in the Interment Rights Certificate or such other person to whom the rights have been assigned.

“Inurnment” means the placing of an urn containing cremated human remains into a niche in a columbarium.

“Local resident” is a person whose permanent residential address on the National List of Electors, is within 30 Km of the Collingwood Town Hall.

“Marker” is a permanent memorial structure set flush with the ground, including Corner Posts.

“Monument” is a permanent memorial structure projecting above the ground.

“Niche” is an individual compartment in a columbarium for the interment of cremated human remains.

“Plot” is an in-ground space for burial of adult, child and cremated human remains, consisting of two or more graves/lots in respect of which the rights to inter/bury have been sold as a unit.

“Registrar” means the Registrar under the FBCSA, Bereavement Authority of Ontario (BAO).

“Secretary” means the Secretary of Trinity United Church Cemetery Board, as elected or appointed.

“Treasurer” means the Treasurer of the Trinity United Church Cemetery Board, as elected or appointed.

4. Administration

Management and direction of the Cemetery is entrusted to an appointed or elected Board of Trustees who, without remuneration, supervise the care and upkeep of the Cemetery carried out by the Custodian.

The Board shall meet at least 6 times annually:

- in January each year to set Fees and Charges, approve a budget and elect the officers for the Board
- subsequently at the call of the Chair to deal with ongoing financial and maintenance matters

The Secretary will record minutes of each meeting and have care of all records and documents and conduct all correspondence.

The Treasurer will maintain a record of all financial transactions pertaining to the operation of the Cemetery.

The Custodian(s), under the direction of the Board, shall carry out and manage the regular operation of the Cemetery including burials, grass cutting, foundation preparation, coordination of suppliers and contractors and general maintenance. Contract(s) with the Custodian(s) will be signed on an annual basis.

5. General Contact and Access Information

Location: Trinity United Church Cemetery, 8053 Poplar Sideroad, Collingwood

Part of Lot 39, Concession X, Township of Clearview, County of Simcoe, Ontario,

Organization # 3300933 Site # 03835

Office: Trinity United Church
140 Maple Street
Collingwood, ON L9Y 2P8
(705) 445-3901

Cemetery Visitation: Daily 8:00 a.m. to sundown. Access during winter months is limited as snow clearing is not provided.

Burial Hours: 10:00 a.m. to 3:00 p.m. Monday to Saturday. Saturday and Holiday burials and funerals reaching the Cemetery after 3:00 PM are subject to an extra charge. Sunday burials are not permitted unless required by the Ministry of Health.

No winter interments shall take place between November 30 and April 30 unless weather permits an extension by the absence of snow and frost. The Board and custodian reserve the right to permit or prohibit any extension.

The Board shall maintain a register of interments that is available to the public during regular Church office hours.

Funeral corteges shall follow the route indicated by the Custodian.

Vehicles within the Cemetery shall be driven at a speed of less than 15 kph and keep to the designated roadways.

No all-terrain vehicles or snowmobiles are allowed in the Cemetery.

6. By-Law Amendments

The Cemetery shall be governed by these By-Laws and all procedures will comply with the Funeral, Burial and Cremation Services Act, 2002 and O. Reg 30/11 and 184/12 which may be amended periodically.

These By-Laws may be amended, altered, added to or repealed by resolution of the Board subject to the approval of the Registrar, FBCSA, BAO.

All by-law amendments shall be:

- A. Published once in a local newspaper or digital news media.
- B. Conspicuously posted on a sign at the entrance of the Cemetery: and
- C. Delivered to each supplier of markers who has delivered a marker to the cemetery during the previous year, if the by-law or by-law amendment pertains to markers or their installation.

7. General Conduct and Liability

All visitors shall conduct themselves in a quiet manner that shall not disturb any service being held.

No person may damage, destroy, remove or deface any property within the Cemetery.

The Board reserves full control over the Cemetery operations and management of the lands within the Cemetery grounds.

The Board will not be held liable for any loss or damage, without limitation (including damage by the elements, Acts of God, or vandals) to any lot, plot, columbarium niche, monument, marker or other article that has been placed in relation to an Interment Right, save and except for direct loss caused by gross negligence of the Cemetery management or its agents.

No pets or other lower animals, including cremated remains, shall be buried or interred in Cemetery grounds.

The Board has the right to, at any time, resurvey, enlarge, diminish, re-plot, change or remove plantings, grade, close roads, alter in shape or size any or all of the Cemetery property, subject to the approval of appropriate authorization.

The Board reserves the right, at its cost, to correct any error made by it.

8. Purchase of Interment Rights

Interment Rights for graves and niches may be purchased from the Cemetery at the rates set out in the Schedule of Cemetery Fees and Charges by entering into a Contract with the Cemetery. An Interment Rights Certificate will be provided upon completion of the application and full payment of the required fees. The purchase of one set of Corner Posts is required for each plot. A copy of the Cemetery By-Laws, Consumer Information Guide and Schedule of Cemetery Fees and Charges will be provided to each purchaser of Interment Rights.

Purchasers of Interment Rights acquire only the right to direct the burial of adult, child or cremated human remains and constructing monuments or placing markers in the lot/plot specified on their Interment Rights Certificate. The location of permitted monuments, markers and inscriptions are described in these By-Laws. The purchase of Interment Rights is not a purchase of real estate or real property.

No burial or installation of monuments, markers or inscriptions shall be permitted until payment in full has been made.

A purchaser has the right to cancel the contract within (30) thirty days by providing written notice to the Board. The Board will refund all monies, paid by the purchaser, within (30) thirty days of the date of the notice.

After the (30) thirty-day cooling off period the purchaser may give written notice of intent to cancel, return therewith the Interment Rights Certificate and receive a refund of monies paid, less the required remittance to the Care and Maintenance Fund and the cost of the corner posts.

9. Resale or Transfer of Interment Rights

The Board permits the Interment Rights Holder to sell or transfer those Rights to a third party acceptable to the Board at no more than the current price listed in the Schedule of Cemetery Fees and Charges, provided that the sale or transfer is done with the knowledge and written approval of the Board. A fee will be charged for this service.

No sale or transfer will be approved if the Interment Rights have been exercised.

Interment Rights Holders have the option to sell the Interment Rights back to the Cemetery provided none of the rights have been exercised for a lot or plot. Trinity United Church will refund what the Interment Rights Holder paid less the portion contributed to the Care and Maintenance Fund. A Transfer fee will be applied.

An Interment Rights Holder wishing to resell the Rights must advise the Board of his/her intent and provide the Board with:

1. The Interment Rights Certificate endorsed by its holder
2. Date of transfer
3. Name, address, all contact information and date of birth of the purchaser
4. A written statement of the sale of the Interment Rights to a third party
5. Confirmation of the Interment Rights registration in the Cemetery records and entitlement to sell
6. If a single grave, provide a written statement that no rights have been exercised
7. If a plot, provide a statement of the number used, with their locations, and the number unused and available
8. A statement of any money owing to the Board
9. Any other documentation regarding the Rights in the possession of the holder

Upon provision of these requirements the Board will provide the purchaser with:

1. An Interment Rights Certificate
2. A copy of the Cemetery's By-Laws
3. A current Schedule of Cemetery Fees and Charges
4. A copy of the Consumers Information Guide
5. Any other relevant documentation

The purchase will be required the purchase of new corner posts to replace any irrelevant wording.

In the case of Interment Rights transfer by will or bequest, the Board will require the production of a notarial copy of the will or other evidence sufficient to prove the right to transfer. The transfer fee will apply.

10. Interments

The Interment Rights Holder must provide written authorization prior to the the burial taking place, except the interment of the Interment Rights Holder who can be automatically buried in the grave. Should the Interment Rights Holder be deceased, authorization must be provided in writing, by the person(s) 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. If the title to the Interment Rights is to be transferred to the authorized person, the transfer fee will apply

The Caretaker or some other person authorized by the Board must be in attendance at each interment.

Before permitting an interment, the Cemetery must be in receipt of the following:

1. Payment in full for all services to be provided
2. A Burial Permit issued by the Registrar General or equivalent and in the case of cremation a Cremation Certificate
3. Confirmation of a Contract with the Cemetery
4. Authorization form signed by the Interment Rights Holder or other Authorized person.

The custodian shall be given 48 hours notice, of which at least 16 hours are business hours. The Board cannot be held responsible for having the lot/grave prepared unless such notice is given.

11. Interments

a. Interments - Grave

The number of interments permitted in a single lot/grave are::

- 1) Cremated remains of no more than six persons
- 2) Cremated remains of no more than 5 persons above a casket containing human remains

Unless otherwise requested in writing, the female will be buried in the north location in the grave(s) and the male to the south.

Should the grave be used for the burial of a casket **and** cremated remains, the burial of the casket must precede the burial of cremated remains. Otherwise, the cost of disinterment and reburial of cremated remains as set out in the Schedule of Cemetery Fees and Charges shall apply.

The interment of a casket in the vicinity of large trees where significant damage to tree roots will occur, will not be permitted. The interment of cremated remains may be permitted in these locations. The Cemetery should be consulted and other available lots will be offered.

b. Inurnment - Columbarium

Cremated remains must be enclosed in a durable container (urn) before being placed in a niche.

Cremated remains of no more than two persons may be interred in a single niche.

The Board will arrange for the engraving on the niche door in accordance with the Policy for Engraving on Niche Doors with the Interment Rights Holder paying the costs as set out in the current schedule of

Cemetery Fees and Charges. In order to maintain a consistent appearance, no changes to the prescribed format are permitted.

13. Disinterment

For disinterment of casketed human remains, written authorization of the Interment Rights Holder or an authorized agent, accompanied by a Certificate from the local Medical Officer of Health is required prior to removal of the remains. No Medical Officer of Health Certificate is required for disinterment of cremated remains. In special circumstances certain Public Officials may authorize a disinterment.

No grave or niche shall be opened for disinterment by anyone not authorized by the Board.

14. Memorialization

No memorial or other structure shall be erected or permitted on a lot or plot until all charges, including the Care and maintenance fee, has been paid in full.

No monument, footstone, marker or memorial of any description shall be place, moved, altered or removed without the permission from the Board or the Custodian.

No marker or monument shall be delivered between December 15 and April 1.

The Board will take reasonable precautions to protect the lot/plot of the Interment Rights Holder, but it assumes no liability for loss, or damage to, any monument, marker or other structure. Minor scraping of a monument base due to grass maintenance is deemed normal wear.

The Board reserves the right to determine the maximum size of monuments, their number and their location on each lot/plot so as not to interfere with future interments.

All foundations for monuments shall be constructed under the direction of the Board/Custodian at the expense of the Interment Rights Holder. The monument supplier shall provide the Board/Custodian with the required dimensions for the foundation.

Should any monument or marker present a risk to public safety through instability, the Board shall do what it deems necessary to remove the risk.

The Board, in its sole discretion, reserves the right to remove any marker, monument or inscription not in keeping with the dignity and decorum of the Cemetery.

Only one monument, 2 flat markers and 4 corner posts may be erected on the designated space on a lot.

The minimum thickness for flat markers, including foot stones shall be 10 cm (4 inches). To maintain visibility of a marker over the long term, it is recommended that a flat marker be mounted in a concrete base with a minimum depth of 7.5 cm (3") and concrete surround of 7.5 cm (3").

All monuments and markers shall be bronze or natural stone.

No monument shall be delivered to the Cemetery until the Board or Custodian has notified the Interment Rights Holder or the supplier that the foundation is prepared.

Maximum size for flat markers or foot stones shall be:

Single lot/grave - 30.5 cm x 35.6 cm (12" x 14")

Double lot - 30.5 cm x 86 cm (12" x 34")

Maximum size of foot stones - 15 cm X 30 cm (6" X 12")

For a single or double plot an upright monuments shall have the following dimensions:

- Maximum Monument Height - 122 cm (48 inches) above the base.
- Minimum Monument Thickness for monuments up to 61 cm (24") in height -15 cm (6")
- Minimum Monument Thickness for monuments over 61 cm (24") in height -20 cm (8")
- Minimum Base Height - 20 cm (8")
- Maximum Base Depth - 36cm (14")

For graves with a width of 122 cm (48")

- Maximum Monument Width - 76.2 cm (30")
- Maximum Base Width 91 cm (36")

For graves with a width of 90 cm (36")

- Maximum Monument Width - 61 cm (24 ")
- Maximum Base Width 76.2 cm (30")

For plot of 4 or more graves, the width of the monument may be increased to 152 cm (60") and the base and foundation increased in proportion.

Unless a monument is in the centre of a 4, or more, grave plot, the Inscriptions on the back side a monument shall be limited to only the surname. Monuments shall not be placed "back-to-back" against one another. In the case of a two-grave plot, the monument shall be placed on the north side of the east lot or the south side of the west lot.

Pillow markers may be used in place of a monument. The overall size must conform to the maximum size of a monument base and be mounted on a 10 cm (4") deep granite or concrete base which extend 7.6 (3") beyond the marker with the top set flush with the adjacent ground.

15. Care of Lots and Plantings and General Appearance

All lots and plots sold will be maintained and kept properly graded, seeded and mowed by the Custodian.

No person except the Custodian or his assistant shall remove sod, place sod or alter the surface of a lot or plot.

Memorial wreaths may be placed between April 1 – December 1. Flowers and wreaths placed on a grave for a funeral will be removed by the Custodian after a reasonable time to protect the sod and to maintain a tidy appearance.

Trees or shrubs can be planted only after receiving approval from the Custodian. Miniature Evergreens or shrubs may be cultivated on lots having a monument. Only one may be planted on either side of the monument and the spread of the tree/shrub must not exceed the width of the plot. The Interment Rights Holder must maintain the plantings annually. If any trees or shrubs become detrimental to the adjacent lots, roads, drains or walkways or prejudicial to the general appearance or inconvenience the public, the Board may remove such planting after providing 30-day notice to the Interment Rights Holder.

Artificial flowers are permitted provided they are properly maintained.

Vases, urns and flower stands not properly cared for, or not filled with plants by June 15 in any year may be removed.

Flower beds not exceeding 35.6 cm (14") in width are permitted in front of the base of monuments. Planting beds are not permitted where there is no monument. Planting of borders around the lot is not permitted.

Artificial wreaths without glass or plastic covers may be placed on a lot after November 1, provided they are securely fastened to the monument, or anchored to the ground. These wreaths must be removed before May 1st; otherwise, they will be removed by the Custodian.

Flower beds from the previous year not planted by June 15 may be seeded by the Custodian. Tender plants must be cleared after the first frost of autumn.

Potted plants must be placed as close to the monument base as practical, maintained regularly and removed by November 1st.

Concrete urns may remain for the winter but must be placed upside down and close to the monument.

The Board reserves the right to regulate and in some cases prohibit articles placed on lots and plots that may pose a threat to the safety of all involved with the Cemetery, hinders operations, or are not in keeping with the dignity and decorum of the Cemetery. Examples of prohibited articles include glass containers, pottery, nails, wires (flower and wreath stands), wooden or brick/stone borders, fences or walls, candles or any other type of illumination including solar lights. Prohibited articles will be removed and disposed of without prior notification.

16. Contractors & Monument Dealers

Prior to starting any contract work such as supplying/placing vaults, installing monuments or engraving monuments or niche doors within the Cemetery, approval of the Board and the Interment Rights Holder must be obtained and the Custodian provided with advance notice of arrival time.

Contractors and Monument dealers must have:

Proof of possession of all relevant approvals and permits

WSIB Coverage

OH&S Compliance

Environmental Protection

WHMIS

Liability Insurance of at least \$2 million

All Cemetery By-Laws apply to Contractors and Monument Dealers. Work shall be performed within regular business hours.

The monument supplier shall advise the Custodian of the size of the foundation required at least 60 days before a monument is to be delivered. Monuments shall not be delivered until the Custodian has advised that the foundation is ready.

The monument supplier must pay the fee in accordance with the Schedule of Cemetery Fees and Charges, which will be forwarded to the Care and Maintenance fund by the Treasurer.

Contractors and Monument Dealers and Suppliers shall cease operations while a funeral service is in progress.

Contractors, Monument Dealers and Suppliers, at the direction of the Custodian, shall lay wooden planks over the access routes to the locations where work is to be performed by machines and with heavy materials, to protect the surfaces. Heavy loads may be restricted during certain times of the year.

Before leaving the site the contractor must remove all construction tools, equipment and debris and reinstate sod and grading to the original condition or better.

NOTE: By-Law submitted for final approval _____

By-Laws Approved by BAO _____