

**CANON 39**  
**PARISH CEMETERIES, BURIAL**  
**GROUND AND COLUMBARIA**

**Part “A” Cemeteries and Burial Grounds**

1. Any Parish Corporation with the approval of a meeting of the parishioners previously obtained, may set apart and lay out into lots for burial purposes, any portion of its church yard or other property held in trust for such purpose.
2. One month’s notice of such meeting of parishioners shall be given in the manner provided by the Canon on Parish Government for the calling of annual meetings of parishioners, and a plan of the portion of such church yard or other property showing the proposed division of said land into burial lots shall be posted at the entrance to the Parish church, and in all churches or chapels connected with the said Parish, during said period of notice.
3.
  - (1) Said meeting may revise or amend, approve or reject said plan, and a record of all resolutions respecting said plan shall be entered in the minutes of said meeting.
  - (2) On the final approval of said plan, a certificate to that effect shall be endorsed thereon by the Rector or Incumbent and the Secretary of the meeting.
4. After the enactment of this Canon no lot or portion of any church yard other property held by any Parish Corporation shall be disposed of for burial purposes except such as is shown on a plan previously submitted to and approved by a meeting of parishioners, as hereinbefore provided.
5. No Parish Corporation shall hereinafter sell or convey in fee simple any portion of its churchyard or other property set apart or laid out for burial purposes without the prior written approval of the Bishop, and only on such terms and conditions as the Bishop may determine.
6. Burial lots may be made available to members of all faiths, as determined by a resolution of the Parish Council.

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7. Every conveyance of burial lots forming part of any churchyard or other property shall be by way of a declaration of trust in the form annexed hereto as Schedule "A".
8. Such lots shall be conveyed on application to the Church Wardens for the time being, who upon the payment of the price agreed upon, shall give a conveyance of the same; and no burial shall take place in any such lot, nor any conveyance be given until such price shall have been paid.
9. The Parish Corporation shall have power to fix and determine prices to be paid by persons desirous of acquiring one or more of said lots and burial fees in respect of interments therein. The Parish Corporation shall have power to set apart a portion of any cemetery property for the burial of persons whose friends are unable to pay for a lot, but no person shall be buried in said portion, or without burial fees, except with the approval of the Rector and Church Wardens.
10. The proceeds of all burial lots disposed of by the Parish Corporation shall be kept in a special Cemetery Fund and invested under the direction of the Parish Corporation.
11.
  - (1) Subject to Section 11(3) and Section 12 below, the income arising from the investment of said moneys shall be used for defraying the cost of conveyance of said lots, the registration of burial lots and graves, the up-keep and repair of said cemetery property, including the fences, paths and enclosures, the up-keep and repair of any chapel used solely for mortuary purposes, the drainage of said property, the care of the trees, the employment of a caretaker and the general improvement and beautification of the property (collectively the "Cemetery Purposes").
  - (2) Any burial fees received by the Parish Corporation after deducting therefrom the cost of opening the grave and incidental to any interment shall be added to the income of said fund.
  - (3) Subject to Section 12 below, any surplus of income remaining at the end of the year and not required for the purposes defined in this section shall be added to and form part of the principal of said Cemetery Fund, except that, if the surplus income for a year, expressed as a percentage of the market value of the Cemetery Fund at the beginning of the year, exceeds the rate of inflation, as measured by the percentage change in the Consumer Price Index

(all items) for Canada for the previous year, then the excess surplus income may be paid first toward the Parish's allotment arrears, and second toward the Parish's allotment.

12. (1) The Parish Corporation with the approval of a meeting of parishioners, shall have power to devote a sum not exceeding one half of the principal of such Cemetery Fund for the enlargement of said cemetery property or the acquisition of other property for burial purposes, its division into burial lots in accordance with this Canon, and the initial improvement of said property.
- (2) The Parish Corporation, with the approval of a meeting of parishioners, shall have power to devote a sum not exceeding one-half of the principal of such Cemetery Fund and/or a portion of the annual income derived from such Cemetery Fund for Parish purposes unrelated to the Cemetery Purposes, including without limitation the purchase of real or personal property, the construction, repair, or improvement of any church, or other building, in said Parish, the payment of salaries, or other general Parish ministries and purposes (collectively the "General Parish Purposes"); provided however that:

(a) no such use of the principal of or income derived from the Cemetery Fund shall result in the anticipated annual income from the Cemetery Fund being less than the greater of (i) 50% of the average annual income from the Cemetery Fund over the previous ten (10) years or (ii) the average income from the Cemetery Fund actually expended on Cemetery Purposes each year over the previous ten (10) years pursuant to Section 11(1) above;

(b) no such use of the principal of or income derived from the Cemetery Fund shall result in the anticipated annual income from the Cemetery Fund being insufficient to cover the anticipated costs of funding the Cemetery Purposes in accordance with the provisions of Section 11(1); and

(c) any such use of the principal of or income derived from the Cemetery Fund shall be first approved in writing by the Bishop, and shall take place only on such terms and conditions as the Bishop may determine.

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- (3) Except as in the foregoing subsections (1) and (2) provided, no portion of the principal or income of said Cemetery Fund shall be used for General Parish Purposes.

### **Part “B” Columbaria**

1. A Parish Corporation must make an application to the Bishop to construct a Columbarium (a vault with niches for urns containing ashes).
2. A Parish Corporation, with the approval of a meeting of the parishioners previously obtained, may propose to set apart a portion of its cemetery or burial ground, or a portion of a church building or other structure, for use as a Columbarium.
3. One month’s notice of such meeting of parishioners shall be given in the manner provided by the Canon on Parish Government for the calling of annual meetings of parishioners, and plans and specifications of the Columbarium, and of its proposed location, shall be posted at the entrance to the Parish church, and in all churches or chapels connected with said Parish, during the said period of notice.
4. The meeting of parishioners may revise or amend, or approve or reject a proposed Columbarium, and a record of all resolutions respecting the Columbarium shall be entered in the minutes of the said meeting.
  - (1) On the final approval by the meeting of parishioners of the proposed Columbarium, a certificate to that effect shall be endorsed thereon by the Rector and the Secretary of the meeting.
5. The Columbarium must be located on church property, and it may be a “free standing” building or structure or form part of an existing church building. The space being provided should allow for future expansion.
6. The Parish Corporation must obtain any necessary provincial and municipal approvals, and must provide satisfactory evidence to the Bishop that all such approvals have been obtained.
7. Niches may be made available for single, double, or family purposes.
8. The Bishop must approve in writing the plans, specifications, and location of a proposed Columbarium before a Parish Corporation can proceed with the construction of a Columbarium.

9. The Columbarium must be insured for fire and theft in such amounts and with such other coverage as may be required by the Bishop.
10. The Columbarium may be made available to members of all faiths, as determined by resolution of Parish Council.
11. The Parish Corporation shall be responsible for the cost of constructing the Columbarium.
12. Every conveyance of niches forming part of a Columbarium shall be by way of a Declaration of Trust and Agreement in the form annexed hereto as Schedule "B".
13. Such niches shall be conveyed on application to the Church Wardens for the time being, who upon the payment of the price agreed upon and upon the execution of the Declaration of Trust and Agreement in the form annexed hereto, shall thenceforth hold the niche in trust for the grantee; and no interment of ashes shall take place in any such niche nor any such Declaration of Trust and Agreement be made until such price shall have been paid.
14. The Parish Corporation shall have power to fix and determine the prices to be paid by persons desirous of acquiring one or more of such niches and interment fees in respect of interments in the Columbarium. The Parish Corporation shall the power to provide a niche for the interment of ashes of persons whose friends or family are unable to pay for a niche, but no person shall be interred in such niche with, or without burial fees, except with the approval of the Rector and Church Wardens.
15. The proceeds of all niches disposed of by the Parish Corporation shall be kept in a special Columbarium Fund and invested under the direction of the Parish Corporation.
16.
  - (1) The income arising from the investment of said money shall be used for deferring the cost of constructing the Columbarium, the registration of the niches, the cost of the interment of ashes in the Columbarium, the up-keep and repair of the Columbarium and the building or structure in which it is housed, and the employment of persons to provide such services.
  - (2) Any fees received by the Parish Corporation after deducting the expenses of constructing, operating, and repairing the

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Columbarium shall be added to the income of the Columbarium Fund.

- (3) Any surplus of income remaining at the end of year and not required for the purposes defined in this section shall be added to and form part of the principle of the said Columbarium Fund, except that, if a surplus income for a year, expressed a percentage of the market value of the Columbarium Fund at the beginning of the year, exceeds the rate of inflation, as measured by the percentage change in the Consumer Price Index (all items) for Canada for the previous year, then the excess surplus income may be paid first toward the Parish's Allotment arrears and second toward the Parish's allotment.
17.
  - (1) The Parish Corporation, with the approval of a meeting of parishioners, shall have power to devote a sum not exceeding one half of the principal of such Columbarium Fund for the enlargement of the said Columbarium.
  - (2) Except as in the foregoing sub-section provided, no portion of the principal or income of said Columbarium Fund shall be used for the purchase of property, for the building or repair of any building other than the building of which the Columbarium is housed in said parish, the payment of salaries, or other general Parish purposes.
18. The use of the Columbarium shall be subject to the applicable laws of the Province of Nova Scotia and the Province of Prince Edward Island, as applicable.

## SCHEDULE "A"

### (MODEL) FORM FOR THE CONVEYANCE OF BURIAL LOTS

We, **the Rector, Wardens and Parish Council** of the Parish of \_\_\_\_\_ in the Town of \_\_\_\_\_ Province of Nova Scotia/Prince Edward Island, a body corporate under the Anglican Church Act, hereinafter referred to as the "**Parish Corporation**", in consideration of the sum of \_\_\_\_\_ dollars to us in hand, well and truly paid, do hereby declare that we hold the following property, viz:

All and singular burial lots 1 and 2 in Block A, as shown on a plan of the churchyard property / cemetery property of \_\_\_\_\_ Church at \_\_\_\_\_ County of \_\_\_\_\_, Province of \_\_\_\_\_.

In trust for John Doe (the "**Grantee**"), his heirs and assigns for their use and benefit, to be used by him or them for burial purposes and for no other purpose, subject always to the following conditions:

- a) The title to said lands shall remain forever in said Parish Corporation subject to this Declaration of Trust.
- b) The use of said lots includes the use of the paths and roadways between the main highway and said lots.
- c) The privilege hereby granted does not include any right to use any church or chapel in said Parish.
- d) Any interment in said lot shall be in accordance with the rites of the Anglican Church of Canada except with the consent of the Rector or Incumbent of the Parish to another rite, and no ceremony shall be conducted or service read within said churchyard except with the consent of the Rector or Incumbent of said Parish, previously obtained.
- e) The Parish Corporation hereby undertakes to keep a record of all interments in said lot, designating any grave on a plan to be kept by said corporation and in the Parish register of burials.
- f) Any stone, tomb, or monument erected on the lot shall be subject to the approval of the Rector or Incumbent for the time being.
- g) The Parish Corporation hereby undertakes to invest the price paid for the privilege and use of said lot, and to use the income therefrom for maintenance of said cemetery in accordance with the Canons of the Diocesan Synod of Nova Scotia.

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- h) No body interred in said lot shall be removed therefrom except with the consent of the Parish Corporation previously obtained and subject to the laws and regulations of the Province of Nova Scotia/Prince Edward Island.
- i) We agree to use reasonable care to maintain the burial lot(s) but the Parish shall not be liable to the Grantee, or his or her heirs, executors, administrators or permitted assigns, with respect to any loss or damage in respect of the burial lot(s) or the remains interred therein caused or contributed to by us or by anyone acting under the authority of the Parish, or in connection with anything done or not done with respect to the burial lot(s) by us or by anyone acting under the authority of the Parish; and the Grantee releases the Parish from any claims with respect thereto.

In witness whereof the Parish Corporation has hereto set its corporate seal and executed these presents by the hands of the Rector, Wardens and Parish Council Secretary.

**DATED:** \_\_\_\_\_ **Parish of** \_\_\_\_\_

By: \_\_\_\_\_ Rector \_\_\_\_\_

And: \_\_\_\_\_ Warden \_\_\_\_\_

And: \_\_\_\_\_ Warden \_\_\_\_\_

And: \_\_\_\_\_ Secretary \_\_\_\_\_

I, the Grantee, agree to, and covenant to comply with, the terms and conditions respecting the use of the burial lot(s), as described above. This agreement shall be binding on my heirs, executors, administrators, and permitted assigns. I also agree that the Parish shall not be liable to me, or my heirs, executors, administrators and permitted assigns, with respect to any loss, damage or destruction to the remains buried in the burial lot(s), or in connection with anything done or not done with respect to the burial lot(s) by the Parish or by anyone acting under the authority of the Parish.

\_\_\_\_\_

**Grantee**

\_\_\_\_\_



## SCHEDULE "B"

### ST. • COLUMBARIUM IN THE PARISH OF • (MODEL) DECLARATION OF TRUST AND AGREEMENT

**Niche Number** " \_\_\_\_\_ "

We, the Parish of \_\_\_\_\_, in the Province of Nova Scotia, a body corporate under the Anglican Church Act (the "**Parish**"), in consideration of the sum of \$ \_\_\_\_\_ (the "**Niche Consideration**") paid to us by \_\_\_\_\_ (the "**Grantee**") declare that we hold the above-described niche in St. • Columbarium in trust for the Grantee, and his or her heirs, executors, administrators and permitted assigns, for their use and benefit, to be used by him or her or them to store the ashes of • person(s) and for no other purpose, subject to the following terms and conditions:

- (a) The title to the niche and the lands upon which the niche is situate and the Columbarium stands shall remain forever in the Parish subject to this Declaration of Trust.
- (b) The rights of the Grantee, and his or her heirs, executors, administrators and permitted assigns, to control and use the niche, or to sell or transfer it, or any interest in it, shall be as set forth in the regulations respecting the Columbarium made by the Parish, as amended from time to time (the "Regulations").
- (c) We agree to keep a register of the name and address of each grantee of a niche in the Columbarium and of each transfer from one grantee to another.
- (d) We agree to keep a separate register, available for public inspection, of the name of every deceased person whose ashes are interred in the Columbarium, the location of the ashes, the date of the interment and the particulars of every disinterment or removal of ashes.
- (e) After deducting an amount established by the Parish for each niche with respect to the initial capital cost of the Columbarium, we agree to invest the balance of the sum paid for the use of the niche, and to use the income from it, for the maintenance of the Columbarium and the building or structure, if any, housing the Columbarium in accordance with the Canons of the Diocesan Synod of Nova Scotia & Prince Edward Island, the legislation governing the Parish as amended from time to time, and the Regulations.
- (f) We agree to use reasonable care to preserve the ashes entrusted to us but the Parish shall not be liable to the Grantee, or his or her heirs, executors,

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administrators or permitted assigns, with respect to any loss or damage in respect of the niche or Columbarium caused or contributed to by us or by anyone acting under the authority of the Parish, or with respect to the destruction of urns or ashes stored in the Columbarium, or in connection with anything done or not done with respect to the Columbarium caused or contributed to by us or by anyone acting under the authority of the Parish; and the Grantee releases the Parish from any claims with respect thereto.

(g) The Parish reserves the right to itself to enlarge or remodel the Columbarium in the existing location or in a new location and to abandon the use of the existing Columbarium. In any of these cases, if the above described niche is affected, we will substitute another niche of substantially like size and character, in which case the Grantee, and his or her heirs, executors, administrators and permitted assigns, shall have the same rights in the substituted niche as are granted by this Declaration of Trust.

(h) Use of the niche shall also be subject to the applicable laws of the Province of Nova Scotia, or the Province of Prince Edward Island, as applicable.

In witness whereof the Parish Corporation has hereto set its corporate seal and executed these presents by the hands of the Rector, Wardens and Parish Council Secretary.

**DATED:** \_\_\_\_\_ **Parish of** \_\_\_\_\_

By: \_\_\_\_\_ Rector \_\_\_\_\_

And: \_\_\_\_\_  
\_\_\_\_\_ Warden \_\_\_\_\_

And: \_\_\_\_\_  
\_\_\_\_\_ Warden \_\_\_\_\_

And: \_\_\_\_\_  
\_\_\_\_\_ Secretary \_\_\_\_\_

I, the Grantee, agree to, and covenant to comply with, the terms and conditions respecting the use of the burial lot(s), as described above. This agreement shall be binding on my heirs, executors, administrators, and permitted assigns. I also agree that the Parish shall not be liable to me, or my heirs, executors, administrators and permitted assigns, with respect to any loss, damage or destruction to the remains buried in the burial lot(s), or in

connection with anything done or not done with respect to the burial lot(s) by the Parish or by anyone acting under the authority of the Parish.

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**Grantee**

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**Regulations Respecting the St. • Columbarium in the Parish of \_\_\_\_\_**

We, the Parish of •, with the approval of the Bishop of Nova Scotia and Prince Edward Island, make the following regulations respecting St. • Columbarium in • Church:

- (i) **Space priority:** The individual niches will all be a standard price regardless of location. They will be assigned by us on a first come, first served basis.
- (ii) **Uniformity:** Each niche will have an [oak] face with a [brass] plaque supplied by us, incised by us with names, date of birth, and dates of death, to ensure that all niches will have a uniform appearance. No additional memorial of any type will be permitted in the Columbarium.
- (iii) **Permission required:** The interment of ashes will be permitted only with the written permission of the Grantee, his or her heirs, executors, administrators, or permitted assigns, except in cases where the Grantee, heir or assign has died and his or her ashes are to be interred.
- (iv) **Committal Services:** Any interment of ashes in the niche, and any ceremony conducted or service read within the Parish, shall be in accordance with the rites of the Anglican Church of Canada, except with the prior consent of the Rector or Incumbent of the Parish to another rite.
- (v) **Access:** The use of the niche includes the right to reasonable access to the niche, as determined from time to time by us, for the Grantee, his or her heirs, executors, administrators, permitted assigns, family and the public.
- (vi) **Privileges:** Other than the right to reasonable access, the use of the niche does not include any greater privileges with respect to the use of the Church

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than are available to other members of the congregation or the public, as the case may be.

- (vii) **Flowers:** Flowers are permitted in the Columbarium area in accordance with Parish policy.
- (viii) **Removal:** No ashes interred in the niche shall be removed except with our written permission.
- (ix) **Sale or Transfer:** No transfer, whether by sale or otherwise, of a niche shall be registered unless and until we have been notified of the proposed transfer in writing and have not exercised our option to repurchase the niche for the original Niche Consideration within 60 days of such notification, and then only if the transferee signs a conveyance and agreement in the form approved for use by us at the time.
- (x) **Amendment:** With the approval of the Bishop, we may amend or add to these regulations from time to time.