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**Funeral, Burial, Cremation Services Act, 2002 (FBCSA)
Standard Cemetery By-laws**

Township of Springwater
Cemetery Guiding Principles
Approved by Ministry of
Consumer Affairs on (TBA)
....DRAFT...

These by-laws are the rules and regulations that govern:

Midhurst Union Cemetery 1444 St. Vincent St

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A. DEFINITIONS

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 under which the Cemetery (and/or Crematorium) operates, and are commonly referred to as the Cemetery Guiding Principles.

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 is contributed into 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.

Contract: For purposes of these by-laws, all purchasers of interment rights 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.

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

Grave: (Also known as Lot) means any in ground burial space intended for the interment of a child, adult or cremated human 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 document issued by the Cemetery to the purchaser once the interment rights have been paid in full, identifying ownership of the interment rights.

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

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

Marker: Shall mean any permanent memorial structure that is set flush and level with the ground, and used to mark the location of a burial lot.

Monument: Any permanent memorial projecting above the ground installed within the designated space to mark the location of a burial or lot.

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

Plot: For the purposes of these by-laws, a plot is a parcel of land, sold as a single unit, containing multiple lots.

Scattering: Shall mean the act of spreading of cremated remains over a designated area within a

cemetery with the knowledge and permission of the cemetery operator 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. Hours of Operation

Visitation Hours: 8:00 am – to Sundown

Office Hours:

Burial Hours:

C. General Conduct

The cemetery reserves full control over the cemetery operations and management of land within the cemetery grounds.

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

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

C1. By-Law Amendments

The cemetery 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 must be:

- a) published once in a newspaper with general circulation in the locality in which the cemetery is located;
- b) conspicuously posted on a sign at the 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.

All by-laws and by-law amendments are subject to the approval of the Registrar, Cemeteries Regulation Unit, Ministry of Consumer Services.

C2. Liability: The cemetery operator 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, mausoleum crypt, monument, marker, or other article that has been placed in relation to an interment or scattering right save and except for direct loss or damage caused by gross negligence of the cemetery.

C3. Public Register: Provincial legislation – Section 110 of Ontario Regulation 30/11 requires all cemeteries and crematoriums to maintain a public register that is available to the public during regular office hours.

C4. Pets or Other Animals: Pets or other lower animals, including cremated animal remains, are not allowed to be buried on cemetery grounds.

C5. 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.

C6. Notice of Resale and Transfer of Interment or Scattering Rights: The cemetery operator prohibits the resale of interment or scattering rights to a third party and will repurchase these rights at the price listed on the current price list. Transfers of interment or scattering rights cannot be prohibited as long as the purchaser meets the qualifications and requirements as outlined in the cemetery operator's by-laws.

D. CANCELLATION OR RESALE OF INTERMENT RIGHTS

Purchasers of interment or scattering rights holders acquire only the right to direct the burial of human remains and the scattering of cremated human remains, and the installation of monuments, markers and inscriptions, subject to the conditions set out in the cemetery by-laws. In accordance with cemetery by-laws, no burial, entombment, scattering, or installation of any monument, marker, inscription, or memorialization is permitted until the interment rights have been paid in full. An interment rights certificate will be issued to the interment rights holder(s) when payment has been made in full. The purchase of interment rights is not a purchase of Real Estate or real property. An interment rights holder wishing to resell their interment rights may advise the cemetery operator of their intention prior to seeking a third party buyer for their interment rights

D1. 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 operator 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 thirty (30) days of receiving said notice. If the interment rights certificate has been issued to the interment rights holder(s), the certificate must be returned to the cemetery operator along with the written notice of cancellation.

If any portion of the interment 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.

D2. Resale of Interment or Scattering Rights after 30 Day Cooling-Off Period

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.

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.

D3. Care and Maintenance Fund Contributions

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.

D4. Prohibited Resale of Interment or Scattering Rights to a Third Party

ALL REALES OF INTERMENT OR SCATTERING RIGHTS MUST BE CARRIED OUT THROUGH THE CEMETERY OPERATOR.

If a rights holder(s) wishes to re-sell the interment or scattering rights and the cemetery operator's by-laws prohibit the third party resale of interment or scattering rights, the rights holder(s) must make the request to the cemetery operator in writing. The cemetery operator will repurchase the interment or scattering Right at the price listed on the cemetery operator's current price list less the Care & Maintenance Fund contribution made at the time of purchase.

The re-purchase and payment to the rights holder requesting the sale must be completed within 30 days of the request.

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

E. BURIAL OR SCATTERING OF CREMATED REMAINS

Interment or scattering rights holder(s) must provide written authorization prior to a burial, scattering, or an entombment taking place. 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.

A burial permit issued by the Registrar General or equivalent document showing that the death has been registered with the province must be provided to the cemetery office prior to a burial, scattering or entombment taking place. A Certificate of Cremation must be submitted to the cemetery office prior to the burial of cremated remains or scattering of cremated remains taking place.

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 operator 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.

Payment must be made to the cemetery before a burial can place.

The cemetery shall be given **24 business hours** of notice for each burial of human remains or scattering of cremated human remains.

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.

Cremated remains may be scattered within a designated area of the cemetery.

Cremated remains are not permitted to be scattered on a grave.
A scattering rights contract must be completed and the payment of the scattering fee must be received before the scattering of cremated human remains can take place.

Once scattered cremated remains cannot be retrieved.

Human remains may be disinterred from a lot provided that the written consent (authorization) of the interment rights holder has been received by the cemetery operator and the prior notification of the medical officer of health. A certificate from the local medical officer of health must be received 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.

In special circumstances the removal of human remains may also be ordered by certain public officials without the consent of the interment rights holder and/or next of kin(s).

F. MEMORIALIZATION

No memorial or other structure shall be erected or permitted on a lot until all charges have been paid in full.

No monument, footstone, marker or memorial of any description shall be placed, moved, altered, or removed without permission from the cemetery operator.

Minor scraping of the monument base of an upright monument due to grass/lawn maintenance is considered to be normal wear.

The cemetery operator will take reasonable precautions to protect the property of interment rights holders, but it assumes no liability for the loss of, or damage to, any monument, marker, or other structure, or part thereof.

The cemetery operator reserves the right to determine the maximum size of 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.

All foundations for monuments and markers shall be built by, or contracted to be built for, the cemetery operator at the expense of the interment rights holder.

Should any monument or marker present a risk to public safety because it has become unstable, the cemetery operator shall do whatever it deems necessary by way of repairing, resetting, or laying down the monument or marker or any other remedy so as to remove the risk.

The cemetery operator reserves the right to remove at its sole discretion any marker, monument, or inscription which is not in keeping with the dignity and decorum of the cemetery as determined by the trustees.

A monument, private mausoleum, or other structure shall be erected only after the specific design plans

have been approved by the cemetery operator including: dimensions, material of structure, construction details, and proposed location.

In keeping with the cemetery by-laws only one monument shall be erected within the designated space on any lot.

The minimum thickness for flat markers including footstones is 4 inches or 10 cm.

All monuments and markers shall be constructed of bronze or natural stone (i.e. granite).

No monument shall be delivered to the cemetery for installation until the monument foundation has been completed, and the interment rights holder(s) and/or marker retailer have been notified by the cemetery operator.

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.

	Width	Height
One Grave Lot	30"	48"
Two Grave Plot	48"	48"
Three Grave Plot	72"	48"
Four Grave Plot	84"	48"
Five Grave Plot	96"	60"
Six Grave Plot	108"	60"

Minimum thickness of the Diestone shall be 8".

G. CARE AND PLANTING

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

- Re-levelling and sodding or seeding of Lots or scattering grounds
- Maintenance of cemetery roads, sewers and water systems
- Maintenance of perimeter walls and fences
- Maintenance of cemetery landscaping
- Maintenance of mausoleum and columbarium
- Repairs and general upkeep of cemetery maintenance buildings and equipment

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

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

Flowers placed on a grave for a funeral shall be removed by the cemetery staff after a reasonable

time to protect the sod and maintain the tidy appearance of the cemetery.

H. ITEMS THAT ARE PROHIBITED AND PERMITTED

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

Floral tributes are permitted if placed on a grave at the time of the funeral and shall be removed from the lots by cemetery staff as soon as they become unsightly.

Flowerbeds are permitted in the upright monuments areas only. All requests for flowerbeds must be given to the Cemetery Management. Flowerbeds are permitted but will be restricted to no wider than 14 inches out front of the monument and the length of the monument. Only concrete curbing is permitted around flowerbeds (no wire or plastic fencing). Flowerbeds must be kept presentable or will be removed by cemetery staff.

Artificial flowers and wreaths may be placed and remain on graves only from the first day of October to the first day of May. One artificial wreath or one artificial flower arrangement shall be permitted on any single lot and no more than two on any other plots. If such decorations are not removed by the first day of May, they shall be considered abandoned and may be disposed of by the cemetery staff.

The planting of shrubs will be permitted upon written request to the Cemetery Management, on each side of the monument, within lot line, on the condition that these be controlled and trimmed so as not to obstruct the neighbouring monuments and grounds maintenance. Should these conditions not be respected, the shrubs will be removed without notice.

All grading, sodding, seeding, top-dressing, fertilizing, covering of graves and planting of trees and shrubs shall be done by the Cemetery Management and Cemetery Staff.

For safety rose bushes are not permitted. Containers and ornaments of glass, pottery and metal are not permitted.

I. CONTRACTOR/MONUMENT DEALER

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

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

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

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

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

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

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

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

Schedule A

J. SALE OF LOTS

Interment rights to lots shall be sold at prices set by the Township and filed with the Ministry of Government Services, Cemetery Regulations Branch.

All purchasers of Interment Rights must sign a standard form contract with the Township that has been filed and approved by the Ministry detailing obligations of both parties and acceptance of the cemetery By-laws.

All monies received for Care & Maintenance of lots and plots shall be placed to the credit of a special account and shall be invested within 30 days to the "Care & Maintenance Fund". The Township will purchase back any unused lots or plots not required, for the original purchase price LESS the amount paid in to the "Care & Maintenance Fund".

J1. Contributions to the Care and Maintenance Fund

From the sale price of an in-ground grave that is 24 square feet or larger, you need to contribute either 40% of its price or \$250 – whichever is greater.

From the sale price of an in-ground grave that is smaller than 24 square feet you need to contribute either 40% of its price or \$150 – whichever is greater.

From the sale price of crypts and tombs, you need to contribute either 15% of their price or \$500 – whichever is greater.

From the sale price of a niche, you need to contribute either 15% of its price or \$100 – whichever is greater.

From the sale price of scattering rights in a scattering ground where there is only one scattering rights holder, you need to contribute either 40% of its price or \$100 – whichever is greater.

After the sale of scattering rights in a scattering ground where there is more than one scattering rights holder, you need to contribute either 15% of its price or \$25 – whichever is greater.

For a scattering ground where there is no scattering rights holder, you need to contribute \$25.

If Interment Rights are transferred, the Rights Holder(s) must return the Interment Rights Certificate to the Township who will then issue a new Certificate to the transferee.

f) Interment Rights shall be conveyed by such form of Interment Rights Certificates as adopted by the Township and filed with the Ministry.

g) The Interment Rights belong only to the persons named on the Certificate and there is not transmission of interest through Death.

h) The Rights Holder(s) may at any time cancel the contract and have the Township repurchase the Interment Right if no Rights have yet been exercised subject to the following condition(s):

- The repurchase price shall be calculated as the original price paid minus the portion deposited into the care and Maintenance Fund.

No inurnment rights shall be exercised, transferred or services provided unless all arrears connected with the lots have been paid in full.

Full Grave Lot

- One Casket
- One Casket and One Urn
- Four Urns

Cremation In-ground Lot

- Two Urns

Addendum to C2. Liability: Roads are not maintained during the winter months, December to April, therefore, access during this time is limited and use of the road is at the individuals own risk.