

CHRIST CHURCH CEMETERY, HILLIER BY-LAWS 2019

Whereas Christ Church Cemetery, Hillier is owned by the Anglican Diocese of Ontario in trust for the Anglican Parish of Kente, be it known that any person or persons are welcome to be buried within the cemetery confines, and that the following shall constitute the cemetery bylaws. These by-laws are the rules and regulations that govern the Christ Church Cemetery, Hillier and have been approved by the Registrar, Funeral, Burial and Cremation Services Act, 2002 (FBCSA), Bereavement Authority of Ontario (BAO).

A. DEFINITIONS

Burial/Interment: The opening of a lot and then the placing of dead human remains or cremated human remains in that lot, followed by closing the lot. The lot may be a grave in the ground-

By-laws: The rules and regulations under which the Cemetery operates.

Care and Maintenance Fund: It is a requirement under the FBCSA and O. Reg. 30/11 and 184/12 that a prescribed amount or a percentage of the purchase price (excluding tax) of all interment rights sold, transferred, assigned or permitted; and prescribed amounts for monuments and markers, is contributed into the care and maintenance fund. Interest earned from this fund is used to provide care and maintenance of lots, plots, markers and monuments at the cemetery.

Cemetery means land set aside to be used for the interment of human remains.

Cemetery Manager, hereinafter referred to as the Manager, shall mean the person appointed by the Board to oversee the day-to-day operation of the Cemetery in accordance with the FBCSA and to enforce the cemetery by-laws and to be responsible for the upkeep and maintenance of the burial ground.

Cemeteries Act means The Funeral Burial and Cremation Services Act, 2002 (FBCSA) and Ontario Regulation 30/11, the current legislation regulating the bereavement sector.

Contract: For purposes of these by-laws, all purchasers of interment rights, or other cemetery services must receive a copy of the contract they and the cemetery manager have signed detailing the obligations of both parties, and acknowledging receipt and acceptance of the cemetery by-laws, a copy of the Consumer Information Guide and the Price List.

Corner Posts: Shall mean any stone or other land markers set flush with the surface of the ground and used to indicate the location of a lot or plot.

Cremated Remains (cremains) means the ashes of a person after the cremation process in a crematory.

Cremation Lot means a grave space solely for the purpose of burial of cremated remains in the earth.

Grave: (Also known as a Lot) means any inground 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) and to authorize the installation of a monument or marker.

Interment Rights Certificate: The document issued by the cemetery operator to the purchaser once the interment rights to a specific lot have been paid in full, identifying ownership and authority over those specific interment rights.

Interment Rights Holder: The person(s) authorized or entitled to inter human remains in a specified lot. They may be the person named in the Interment Rights Certificate or such other person to whom the rights have been assigned.

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

Marker: Shall mean any permanent memorial structure – monument, plaque, headstone, cornerstone or other structure or ornament affixed or intended to be affixed to a burial lot or other structure or place intended for the deposit of human remains and may be used to indicate the location of a burial.

Operator: means the Anglican Parish of Kente.

Plot: For the purposes of these by-laws, a plot means two or more lots in respect of which the rights to inter have been sold as a unit.

Transfer: shall mean to change the name of an Interment Rights Holder to that of another person as a gift.

B. GENERAL INFORMATION

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.

By Law Amendments: The cemetery shall be governed by these by-laws, and all procedures will comply with the FBCSA and O. Reg. 30/11 and 184/12, 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, FBCSA, BAO.

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, monument, marker, or other article that has been placed in relation to an interment right, save and except for direct loss or damage caused by gross negligence of the cemetery.

Public Register: Provincial legislation – Section 110 of O. Reg. 30/11 requires all cemeteries and crematoriums to maintain a public register that is available to the public.

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

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.

Notice of Resale and Transfer of Interment Rights:

Interment rights holders may first offer the interment rights to the cemetery operator. If the cemetery operator does not wish to re-purchase the interment rights, the interment right may be sold to a third party for no more than the current price listed on the cemetery price list, as long as the sale or transfer is conducted through the cemetery operator and the interment rights holder and purchaser meets the qualifications and requirements as outlined in the cemetery operator's by-laws.

C. CANCELLATION OR RESALE OF INTERMENT RIGHTS

Purchasers of interment rights holders acquire only the right to direct the burial of 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, 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.

Cancellation of Interment Rights within 30 Day Cooling-Off Period:

- A purchaser has the right to cancel an interment rights contract within thirty (30) days of signing the interment rights contract, by providing written notice of the cancellation to the cemetery operator. The cemetery operator will refund all monies paid by the purchaser within thirty (30) days from the date of the request for cancellation.

Cancellation of Interment Rights after the 30-Day Cooling-Off Period:

- Upon receiving written notice from the purchaser of the interment rights, the cemetery operator will cancel the contract and issue a refund to the purchaser for the amount paid for the interment 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 rights has been exercised, the purchaser, or the interment rights holder(s) are not entitled to cancel the contract or re-sell the interment rights.

Resale of Interment Rights after 30 Day Cooling-Off Period:

- Unless the interment rights have been exercised the purchaser retains the right to cancel the contract or re-sell the interment rights. Once payment for the interment rights has been made in full, and an interment rights certificate has been issued, the interment-rights holder(s), as recorded on the cemetery records, has 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 and O. Reg. 30/11 and 184/12
- If any portion of the interment rights has been exercised, the purchaser, or the interment rights holder(s) are not entitled to re-sell the interment rights.

Care and Maintenance Fund Contributions:

- It is a requirement under the FBCSA and O. Reg. 30/11 and 184/12 that a prescribed amount or a percentage of the purchase price of all interment rights sold; and prescribed amounts for monuments and markers is contributed into the care and maintenance fund. Interest earned from this fund is used to provide care and maintenance of lots, plots, markers and monuments at the cemetery. Contributions to the care and maintenance fund are not refundable except when interment rights are cancelled within the 30-day cooling off period.

Resale of interment rights to a third party:

NOTE: ALL REALES OF INTERMENT RIGHTS MUST BE CARRIED OUT THROUGH THE CEMETERY OPERATOR.

- The Interment Rights Holder(s) who intends to sell their rights shall provide the following documents to the cemetery operator so that the operator can be satisfied with the authority and identify of the seller, confirm the ownership of the rights and provide the third party purchaser with the required certificate etc.:

1. An interment rights certificate endorsed by the current rights holder.
2. If the resale involves interment rights, a written statement of the number of lots that have been used in the plot and the number of lots that remain available.
3. Any other documentation in the interment rights holder(s) possession relating to the rights.

- The third-party purchaser will be provided with the following documents by the cemetery operator:

1. An interment rights certificate endorsed by the current rights holder.
2. A copy of the cemetery's current by-laws.
3. A copy of the cemetery's current price list.

4. If the resale involves interment rights, a written statement of the number of lots that have been used in the plot and the number of lots that remain available.

5. Any other documentation in the interment rights holder(s) possession relating to the rights.

• The cemetery operator will require:

1. Require a statement signed by the rights Holder(s) selling the interment rights acknowledging the sale of the interment rights to the third-party purchaser.

2. Require confirmation that the person selling the interment rights is the person registered on the cemetery records and that they have the right to re-sell the Interment rights.

3. Record the date of transfer of the interment rights to the third party.

4. The name and address of the third-party purchaser(s).

5. A statement of any money owing to the cemetery operator in respect to the interment Rights.

• Once the endorsed certificate and all required authorization and information has been received by the cemetery operator from the rights holder(s), the cemetery operator will issue a new interment rights certificate to the third-party purchaser.

• Upon completion of the above listed procedures, and upon the issuance of the new interment rights certificate, the third-party purchaser or transferee(s) shall be considered the current interment rights holder(s) of the interment rights, and the resale or transfer of the interment rights shall be considered final in accordance with the cemetery by-laws and the FBCSA.

• The cemetery operator may charge an administration fee for the issuance of a duplicate certificate in accordance with the price listed on the cemetery operator's current price list.

• The cemetery operator does not prohibit the resale of an interment rights and may repurchase the interment rights from the rights holder(s) if the cemetery operator so desires and may negotiate a purchase price so long as the seller acknowledges being aware of the cemetery operator's current price list amounts for interment rights.

D. BURIAL OF HUMAN REMAINS

- Interment rights holder(s) must provide written authorization prior to a burial taking place. Should the interment rights holder be deceased, authorization must be provided in writing by the person 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.
- 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 operator prior to a burial taking place. A Certificate of Cremation must be submitted to the cemetery office prior to the burial of cremated remains taking place.
- In accordance with the FBCSA and O. Reg 30/11 and 184/12 the purchaser of interment 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-of human remains, or each cremated human remains.
- Payment must be made to the cemetery operator before a burial can place.
- The cemetery shall be given **24** business hours of notice for each burial of human remains
- The opening and closing of graves may only be conducted by cemetery staff or those designated to do work on behalf of the cemetery.
- Cremated remains are not permitted to be scattered in the cemetery.
- 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 by the cemetery operator before the removal of casketed human remains from the cemetery may take place. A certificate from the local medical officer of health is not required for the disinterment of cremated remains from a lot or the removal of cremated remains from the cemetery.
- 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).
 - A single traditional grave measuring four (4') feet by ten (10') feet may contain only one (1) full burial interment but may, in addition, contain the cremated remains of three (3) other persons.
 - A cremation grave measuring four (4') feet by ten (10') feet may contain the cremated remains of four (4) persons.
- There will be no interments between November 15 and April 15 the following year. These dates may vary from year to year depending on weather and at discretion of cemetery manager.
- No interments shall be made on a Sunday, Good Friday or Christmas Day except in accordance with the direction of the Medical Officer of Health.

E. MEMORIALIZATION

- No memorial or other structure shall be erected or permitted on a lot until all charges have been paid in full and/or an approval is obtained from the manager. (Care and Maintenance and location staking/flagging fee)
- No monument, footstone, marker or memorial of any description shall be placed, moved, altered, or removed without permission from the cemetery manager.
- Minor scraping of the monument base of an upright monument due to grass/lawn maintenance is considered normal wear and tear.
- 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.
- Memorials – monuments, markers, plaques etc. are owned by the interment rights holder and the cemetery operator is not responsible for their loss or deterioration. These memorials should be protected by the interment rights holder's own insurance coverage.
- 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 monument company at the expense of the interment rights holder. Foundations have to be poured 4,5 feet deep and must be cured for a minimum of 48 (forty-eight) hours.

- 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 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.
- 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.

- Markers and footstones of bronze or granite are permitted with size and quantity restrictions according to cemetery by-laws and the placement of such memorials shall not interfere with future interments.

Single traditional burial lot maximum: two flat markers flush with the ground; max. size 30" x 14".

Double lot maximum: one upright monument max. base 48" x 18" plus two flat markers max. 30"x14" or three flat markers flush with the ground max. size 30" x 14"

Cremation lot maximum: one upright monument max. base 30" x 14" plus one flat marker max 30" x 14" or two flat markers flush with the ground 30" x 14".

- Any upright monument that is to be a full forty-eight inches (48") in height or greater than forty-eight inches (48") high must be approved by the Cemetery Manager/designate. A plan shall be submitted and may be rejected for either practical or aesthetic reasons. These reasons shall be shared in full with the monument planners. A monument of this size shall have monument insurance, the maintenance of which shall be the specific and continuing responsibility of the rights holder.
- Engravings of burial information for example, names and dates, shall not be placed on the back of an upright monument unless both sides of the monument are owned by the same rights Holder.

F. CARE AND PLANTING

A portion of the price of interment 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 and markers. Services that can be provided through this fund include:

Re-levelling and sodding or seeding of Lots - Maintenance of cemetery roads - Maintenance of perimeter walls and fences - Maintenance of cemetery landscaping - No person shall plant trees, flower beds or shrubs in the cemetery except with the approval of the cemetery manager - Flowers placed on a grave for a funeral shall be removed by the manager after a reasonable time to protect the sod and maintain the tidy appearance of the cemetery; Flowers may be mounted on monuments. Any dislodged flowers are subject to removal. No person(s) shall be permitted to plant or place flowers or smaller pots on a grave except to commemorate special occasions. The cemetery operator assumes no responsibility and may remove these and the containers when they become unsightly. Flowers and other objects such as solar-lights may not be placed in such a way which impedes the cutting of cemetery grass.

G. 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.

Articles made of hazardous materials such as glass ceramics, or corrosive metals; loose stones or sharp objects; trellises or arches; chairs or benches; fences, railings, borders. Disputes about such items will be resolved by reference to the Cemetery Manager, and if unresolved by the operator.

H. CONTRACTOR/MONUMENT DEALER BY-LAWS

Any contract work to be performed within the cemetery requires the written pre-approval of the interment rights holder and/or the cemetery manager 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 manager 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; 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 on a Sunday or statutory holidays, unless approval has been granted by the cemetery manager.
- 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 to protect the surface from damage. Should any damage occur it shall be repaired to its original state. They shall dispose all debris, concrete, old foundations, wood or other materials.