

CEMETERY BY-LAWS

All Saints Anglican Church Cemetery
1173 Victoria Street, Petawawa, Ontario, K8H 2E6

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These by-laws are the rules and regulations that govern All Saints Anglican Church Cemetery in Petawawa and have been approved by the Registrar of Cemeteries, Funeral, Burial and Cremation Services Act, 2002 (FBCSA), Cemeteries Regulations Unit, Ministry of Consumer Services.

A. DEFINITIONS

- 1. Assignee:**
Respective heir, executor, administrator, successor etc. who represents the interment rights or scattering rights holder.
- 2. By-laws:**
The rules and regulations under which the Cemetery operates.
- 3. Cemetery Operator:**
For the purpose of these by-laws, is the Cemetery Committee, or representative(s) thereof, of All Saints Anglican Church Cemetery.
- 4. Corner Posts:**
Posts, installed by the cemetery operator, that are set flush with the ground to indicate the corners of the lots within the cemetery.
- 5. FBCSA:**
Funeral, Burial and Cremation Services Act, 2002.
- 6. Grave:**
Any in-ground space within a lot intended for the interment of a child, adult or cremated human remains.
- 7. Interment rights:**
Includes the interment (burial) of one casket and/or, up to three cremated human remains in one lot (2.5 sq. m, 3 feet x 9 feet), designated by the cemetery operator.
- 8. Lot:**
A single piece of land pre-marked, by the cemetery operator, with corner posts, for which interment rights are purchased.
- 9. Plot:**
For the purposes of these by-laws, a plot is a parcel of land, sold as a single unit, containing multiple lots. There are no plots available in this Cemetery.
- 10. Scattering Rights:**
Includes the scattering of the cremated human remains of one individual in an area of the Cemetery designated by the cemetery operator.

B. GENERAL INFORMATION

1. Hours of Operation:

Visitation Hours: 8:00 a.m. until Sundown, Seven days per week.

Office Hours: 9:00am to 12:00pm, Monday to Friday, Telephone 613-732-4658

Interment Hours: 10:00 a.m. to 6:00 p.m., Monday to Saturday

2. General Conduct:

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

3. 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.
- 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.

4. 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, 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.

5. Public Register:

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

6. Pets or Other Animals:

Pets or other lower animals, including cremated animal remains, are not permitted to be interred or scattered on Cemetery grounds.

7. 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.

C. PURCHASE, CANCELLATION OR RESALE AND TRANSFER OF INTERMENT OR SCATTERING RIGHTS

1. General:

The control of the Cemetery is vested in the cemetery operator (cemetery committee). Cemetery interment rights or scattering rights shall be sold by the cemetery operator for the purpose of interments of human remains or scattering of cremated human remains. The price of such sales shall be dictated, in part, by a rate for care and maintenance set forth in the tariff rates as per a separate schedule. The purchase of interment rights or scattering rights is not a purchase of real estate or real property.

The purchaser of interment rights or scattering rights must enter into a Cemetery contract, in accordance with the FBCSA, providing such information as may be required by the cemetery operator for the completion of the contract and the public register prior to each interment or each scattering of cremated human remains.

The cemetery operator shall be responsible for the upkeep of records and the correct administration of the Cemetery.

2. Purchase of Scattering Rights:

Scattering rights may be purchased only as needed at the time the scattering is about to take place.

Upon purchase, the purchaser becomes the scattering rights holder and, as such, acquires only the right to direct the scattering of cremated human remains, under the supervision of a cemetery operator representative, subject to the conditions set out in the cemetery by-laws. In accordance with the by-laws, no scattering is permitted until the scattering rights have been paid in full.

A scattering rights contract will be closed upon completion of the scattering and the date and signatures have been filled in on the "scattering performed" section at the end of the contract document. These signatures will constitute certification that the scattering has taken place. A separate certificate will not be issued. A scattering contract shall be null and void if the "scattering performed" section has not been completed within seven (7) days of the date the purchaser and cemetery operator have signed the contract and the cemetery operator will refund all monies paid by the purchaser.

The cemetery operator does not permit resale of scattering rights to a third party.

If any portion of the scattering rights has been exercised, the scattering rights holder is not entitled to cancel the contract.

3. Purchase of Interment Rights:

An interment rights certificate will be issued to the purchaser when payment has been made in full.

Upon purchase, the interment rights holder acquires only the right to direct the interment of human remains, and the installation of markers and inscriptions, under the supervision of the cemetery operator representative, subject to the conditions set out in these by-laws. No interment or installation of any marker, inscription, or memorialization is permitted until the interment rights have been paid in full.

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

The interment rights holder has the right to cancel the 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 interment rights holder within thirty (30) days from the date of the request for cancellation.

If any portion of the interment rights has been exercised, the interment rights holder is not entitled to cancel the contract.

5. Cancellation of Interment Rights after the 30 Day Cooling-Off Period: (Only applies to contracts entered into prior to July 1, 2012)

Upon receiving written notice from the interment rights holder of cancellation of the interment rights, the cemetery operator will cancel the contract and issue a refund to the interment rights holder 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. The interment rights 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 interment rights holder is not entitled to cancel the contract.

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

The cemetery operator does not prohibit the resale of an interment rights and may re-purchase the interment rights from the rights holder 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.

Upon receiving a written request from the interment rights holder to resell their interment rights, the cemetery operator will permit the interment rights holder to resell their interment rights to a third party, at no more than the current price listed on the Cemetery price list, as long as the sale and transfer is conducted through the cemetery operator and the purchaser meets the qualifications and requirements as outlined in the following procedures for resale and transfer of interment rights to a third party. Any resale of the interment rights shall be in accordance with the requirements of the cemetery by-laws and in keeping with the FBCSA.

If any portion of the interment rights has been exercised, the interment rights holder is not entitled to re-sell the interment rights.

7. Procedures for Resale and Transfer 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 intending to sell their rights shall provide the following documents to the cemetery operator so that the cemetery operator can confirm the ownership of the rights and provide the third party purchaser with the required certificate etc.:

- a) An interment rights certificate endorsed by the current rights holder.
- b) Any other documentation in the interment rights holder's possession relating to the rights.

The cemetery operator will provide the third party purchaser with the following documents:

- a) An interment certificate endorsed by the current rights holder.
- b) A copy of the Cemetery's current by-laws.
- c) A copy of the Cemetery's current price list.
- d) Any other documentation in the interment rights holder possession relating to the rights.

The cemetery operator will require:

- a) A statement signed by the rights holder selling the interment rights acknowledging the sale of the interment rights to the third party purchaser.
- b) 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.
- c) A record of the date of transfer of the interment rights to the third party.
- d) The name and address of the third party purchaser.
- e) A statement of any money owing to the cemetery operator in respect to the interment rights.

Once the endorsed certificate and all required information have been received by the cemetery operator from the rights holder, 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 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 will 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.

8. Subdivision of Interment Rights:

No interment rights holder may sub-divide and sell or transfer a portion of an interment rights.

9. Causes Beyond The Cemetery Operator's Control:

The cemetery operator cannot be responsible if prevented from carrying out a contract from causes beyond its control.

D. INTERMENT OR SCATTERING OF CREMATED REMAINS

1. Documents Required for Interments or Scattering:

- a) A burial permit or equivalent document, issued by the Registrar General showing that the death has been registered with the province, must be provided to the cemetery operator prior to an interment of human remains taking place.
- b) A certificate of cremation must be submitted to the cemetery operator prior to the interment of cremated remains or scattering of cremated remains taking place.
- c) An interment rights contract and certificate or a scattering rights contract must be issued by the cemetery operator prior to the interment of human remains or scattering of cremated human remains taking place.

2. Notice:

The cemetery operator shall be given 36 business hours of notice for each interment of human remains or scattering of cremated human remains.

3. Layout:

The cemetery operator shall be responsible for the layout of the grave to be opened or identification of the location for the scattering, on receipt of 36 hours notice.

4. Opening and Closing of Graves for Interments:

The purchaser, or assignee, shall arrange for the opening and closing of the grave at the time of interment and shall be fully responsible for all associated costs.

The purchaser, or assignee, must obtain written approval from the cemetery operator for the use of specified individual(s) or contractor(s) used to open and close a grave. The cemetery operator requires documented evidence of qualifications to perform such work.

The cemetery operator shall be responsible for the supervision of the opening and closing of the grave and shall have a representative in attendance at the opening of the grave, the arrival of the funeral cortege and the interment and closing of the grave. All movement within the Cemetery shall be at the discretion of the cemetery operator's representative.

No interment shall be made during cold weather months when snow and/or ice impede access through the Cemetery, when opening of the grave is impeded by ground frost, as determined by the cemetery operator.

No interment shall be made on Sunday except on a doctor's certificate, that the interment must be made within 24 hours of death, in accordance with regulations of the Ontario Ministry of Health for control of communicable diseases.

5. Disinterment:

Human remains may be disinterred from a lot provided that the cemetery operator has received written consent (authorization) from the interment rights holder and a certificate from the local Medical Officer of Health that must be received at the cemetery operator's 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 assignee.

6. Scattering:

Cremated remains are not permitted to be scattered on an interment lot.

The cemetery operator shall be responsible for the supervision of scattering of human remains and shall have a representative in attendance at the arrival of the funeral cortege and at the scattering. All movement within the Cemetery shall be at the discretion of the cemetery operator's representative.

Once scattered, cremated remains cannot be retrieved.

E. MEMORIALIZATION

1. Memorials Prohibited:

Markers or any other visible memorialization are not permitted anywhere in the cemetery for scattered human cremated remains.

No memorial marker shall be installed or permitted on a lot until all charges have been paid in full.

Monuments, footstones, corner markers (except as installed by the cemetery operator), columbariums, mausoleums and above ground markers shall not be placed in the Cemetery.

The existing monument and columbarium shall not be moved, altered, or removed without permission from the cemetery operator.

2. Markers:

No more than one marker may be installed within the designated space of any lot.

Markers shall not exceed 0.61 M x 0.92 M (2 feet by 3 feet) including the concrete border and have a minimum thickness of 10 cm (4 inches).

All markers shall be constructed of bronze, marble or granite, and may include a concrete border, set with the upper surface flush with the ground.

Inscriptions shall be in keeping with the dignity and decorum of the Cemetery.

Contractors, interment rights holders or assignees placing markers shall be subject to the control of the cemetery operator.

No marker shall be delivered to the Cemetery for installation until the location has been laid out and the interment rights holder and/or marker retailer have been notified by the cemetery operator.

3. Cemetery Operator's Responsibilities:

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

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 cemetery operator.

Minor scraping and chipping of the existing monument base and columbarium due to grass/lawn maintenance is considered to be normal wear.

Minor scraping and chipping of ground flush markers due to grass/lawn maintenance is considered to be normal wear.

F. CARE AND MAINTENANCE:

1. Care and Maintenance Fund:

As required by the FBCSA sections 166 and 168 of Regulation 30/11, a percentage of the purchase price of all interment rights and scattering rights and a prescribed amount for markers is contributed into the care and maintenance fund. These funds are kept in a trust account.

All costs for maintenance and upkeep are borne by the funds generated from the funds invested in the Care and Maintenance Fund. The cemetery operator uses no money from the regular income of All Saints Anglican Church.

Income from this fund is used to maintain, secure and preserve the Cemetery grounds. Services that can be provided through this fund include:

- a) Re-levelling and sodding or seeding of Lots or scattering grounds.
- b) Maintenance of Cemetery roads, sewers and water systems.
- c) Maintenance of perimeter walls, hedges and fences.
- d) Maintenance of Cemetery landscaping.
- e) Installation of new corner posts.
- e) Repairs, replacement and general upkeep of Cemetery maintenance buildings and equipment.

2. Restrictions and Constraints:

No person shall do any work upon a lot without the permission of the cemetery operator.

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 ongoing services.

Vehicles shall not be permitted in the Cemetery, except by the authority of the cemetery operator.

No person other than the cemetery operator's representative shall remove any sod or in any other way change the surface of an interment lot in the Cemetery without express permission from the cemetery operator.

Artificial flowers, cut flowers, potted plants and wreaths will be allowed until they become unsightly or obstructive to grounds maintenance as determined by the cemetery operator, at which time they will be removed by the cemetery operator.

No person shall plant trees, flowerbeds, bulbs or shrubs in the Cemetery except with the approval of the cemetery operator's representative.

The cemetery operator's representative shall remove flowers placed on a lot for a funeral after a reasonable time to protect the sod and maintain the tidy appearance of the Cemetery.

G. ITEMS THAT ARE PROHIBITED AND PERMITTED

1. Cemetery Operator Rights:

The cemetery operator reserves the right to regulate the articles placed on lots that:

- a) Pose a threat to the safety of all interment rights holders, visitors to the Cemetery and the cemetery operator's representatives.
- b) Prevents the cemetery operator's representative from performing general Cemetery work.
- c) Are not in keeping with the respect and dignity of the Cemetery.

Prohibited articles will be removed and disposed of without notification.

2. Prohibited articles:

Articles made of, or include components of, hazardous materials such as non-heat resistant glass, ceramics, or corrosive metals, battery powered solar lights, loose stones, sharp objects, trellises, arches, chairs and benches are prohibited in the Cemetery.

Other prohibited articles and features include borders; fences; railings; walls; hedges; cut stone copings; metal hooks; flower stands; flags; ornaments or containers of any kind; corner markings or any manufactured apparatus made of metal, wood, plastic, glass, cloth, ceramics, plaster or concrete.

H. CONTRACTOR/MONUMENT DEALER

1. Pre-approval Requirements:

Any contract work to be performed within the Cemetery requires the written pre-approval of the interment rights holders (for affected lots) and the cemetery operator before the work may begin. Activities that require pre-approvals include but are not limited to:

- a) Opening and closing of a grave.
- b) Landscaping.
- c) Delivery of markers and inscriptions.

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.

2. Contractor Qualification Requirements:

Prior to the start of any said work, contractors must provide proof of qualifications and/or abilities that demonstrate, to the satisfaction of the cemetery operator, conformance with the following:

- a) Workplace Safety & Insurance Board (WSIB) coverage.
- b) Occupational Health and Safety compliance standards.
- c) Environmental Protection Planning.
- d) Workplace Hazardous Materials Information System (WHMIS).
- e) Evidence of liability insurance in an amount deemed appropriate by the cemetery operator.

3. Cemetery Access:

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

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

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 operator reserves the right, at their sole discretion, to temporarily cease contractor operations 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.

4. Protection of Grounds:

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