

# Holstein Cemetery By-Laws

## PREAMBLE

This is a by-law to establish rules and regulations for the Holstein Cemetery, located at East Part Lot 36, North East Part Lot 37, Township of Egremont, County of Grey.

**WHEREAS** The Holstein Cemetery is operated by the Holstein Cemetery Board ("the Board" for the benefit of Southgate residents or those with ties to Southgate;

**WHEREAS** the Board reserves full and complete control and management of the land, buildings, plantings, roads, utilities, books and records of the cemetery and complete authority to administer these regulations.

**WHEREAS** the Board shall consist of at least five members including a Chair and a Secretary-Treasurer.

**WHEREAS** if the enforcement of any regulation might cause hardship, the Board may make exception to, or modify such regulation without notice but no such motion shall be construed as limiting the general applications of these regulations;

**WHEREAS** the *Funeral, Burial and Cremation Services Act, 2002*, (FBCSA) and its regulations imparts responsibility to the owners of cemeteries for their management, operation and care;

**AND WHEREAS** section 150(1) of Ontario Regulation 30/11 (O. Reg. 30/11) under the *Funeral, Burial and Cremation Services Act, 2002*, provides that the owners of cemeteries may make by-laws affecting the operation of the cemeteries.

## DEFINITIONS

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

**By-laws:** The rules and regulations under which the Cemetery and/or Crematorium 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 and scattering rights sold, transferred, assigned or permitted; and prescribed amounts for monuments and markers, is contributed into the care and maintenance fund. If no scattering rights are sold but scattering is permitted a prescribed amount must be contributed to the fund when the scattering is conducted. Interest earned

from this fund is used to provide care and maintenance of lots, plots, markers and monuments at the cemetery.

**Contract:** For purposes of these by-laws, all purchasers of interment or other cemetery supplies and services must receive a copy of the contract they and the cemetery operator 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.

**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, niche or crypt 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, mausoleum crypt, columbarium niche or other structure or place intended for the deposit of human remains and may be used to indicate the location of a burial.

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

**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.

## **1.0 CEMETERY RULES, OPERATIONS AND MAINTENANCE**

1.1 To ensure the correctness of records of ownership of interment rights, no sale or other transfer of interest shall be binding upon the cemetery until a duly executed transfer has been deposited with the Board. Every transfer of ownership or interment rights

after the original sale shall be made by the registered owner or his/her legal representative.

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.:

- An interment rights certificate endorsed by the current rights holder.
- 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.
- Any other documentation in the interment possession relating to the rights.

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

- An interment certificate endorsed by the current rights holder.
- A copy of the cemetery's current by-laws.
- A copy of the cemetery's current price list.
- 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.
- Any other documentation in the interment rights holder(s) possession relating to the rights.

The cemetery operator will:

- require a statement signed by the rights Holder(s) selling the interment acknowledging the sale of the interment rights to the third-party purchaser.
- require confirmation that the person selling the interment is the person registered on the cemetery records and that they have the right to re-sell the Interment rights.
- record the date of transfer of the interment rights to the third party.
- require the name and address of the third-party purchaser(s).
- require 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.

- 1.2 The Cemetery Board will require either a death certificate or a cremation certificate before interment.
- 1.3 The Cemetery Board will require a fully executed deed before a marker is installed.
- 1.4 Except with the prior written consent of the Board, all work within the Cemetery shall be performed only by the Cemetery Board.
- 1.5 The Board shall have the right at any time to re-survey, enlarge, diminish, re-plot, change or remove plantings, grade, alter in shape or size, or otherwise to change all or any part of the cemetery, subject to the approval of any regulatory authority.
- 1.6 The Board retains the right of passage of every lot so that cemetery operations may be performed effectively.
- 1.7 Any article which in the reasonable opinion of the Board is detrimental to efficient maintenance or constitutes a hazard to machinery, employees, volunteers, contractors or visitors, or is unsightly or does not conform with the natural beauty of design of the cemetery, may be removed by the Board.

Any article removed will be held at the cemetery for collection. If not collected, it may be disposed of after 14 days.

- 1.8 No trees, shrubs, flowering or other plants may be planted on lots.

- 1.9 The Board reserves the right to remove deteriorated wreaths and flowers.
- 1.10 The Board reserves the rights to disallow or remove quantities of wreaths or flowers considered by adjoining lot owners to be excessive.
- 1.11 The Board is not responsible for deterioration, damage, or loss of devices or articles attached to crypts or niches. Articles which are broken or deteriorated will be removed by the Board.
- 1.12 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

## **2.0 TRADITIONAL BURIALS AND INTERMENTS**

- 2.1 Before each interment, the Board must receive an interment order, and a lot use authorization signed by the lot owner or his/her legal representative.
- 2.2 Reasonable notice of burials is required. Normally notice will be 48 hours of which 16 hours should be regular working hours.
- 2.4 The scattering of cremated remains upon the surface of the cemetery is not permitted. Scattering or depositing cremated remains below the surface of the ground is permitted in areas so designated.
- 2.5 The Board may require the supplier of a burial vault to install it under the direction of the Board.
- 2.6 The funeral director, transfer service operator, or other responsible person shall retain custody of the contained until it is delivered to the Board's representative at the lot.

Prior to accepting custody, the Board is not liable for any delay in the burial and after accepting custody shall not be liable for any delay caused by circumstances beyond its control.

- 2.7 Remains to be buried in a grave must be enclosed in a container sealed securely, dry, and of sufficient strength to permit burial with the container remaining intact.

The container must be of a size to permit burial within the dimensions of the lot.

2.8 No more than one burial shall be made in any single grave except:

2.8.1 that the cremated remains of four persons or a 60.96 x 30.48 cm (24 x 12 in.) infant container may be buried at the head end of a single grave in which a casket containing human remains may be buried.

2.8.2 all extra burial and placement of remains in a grave or crypt will only be permitted with a lot use authorization signed by the lot owner on record or his/her legal representative.

2.9 No container may be opened without a court order or without the written consent and in the presence of the legal representative of the deceased.

2.10 The Board will exercise all due care in making burials and interments but is not responsible for damage to any casket, urn, or other contained sustained during disinterment.

2.11 The Board reserves the right, at its cost, to correct any error that may be made by it in making interments or in the description of the lot or transfer or conveyance of any interment rights either to cancel such grant and substitute and grant in lieu thereof other interment rights or a lot of equal value and similar location as far as it is reasonably possible and as may be selected by the Board; or refund all money paid on account of such purchases. Notice will be given personally to the rights owners, or may be mailed to the rights owners or their legal representative, at their last appearing address on the record books of the Board. In the event any such error may involve the disinterment of remains the Board shall be provided written consent (authorization) of the interment rights holder and notify the medical officer of health.

2.12 Upright foundations shall be placed only by the cemetery caretaker. Said foundations shall be to a depth of 5', consisting of redi-mix concrete, 2500 PSI strength. Flat markers shall be to the depth of 1' with the same consistency concrete.

2.13 No monument is to be placed on a foundation without written permission of the Board. The applicant for a monument foundation shall reimburse the Board at the

time of applying all fees including the sum required for the Care and Maintenance Fund.

- 2.14 No grave opening shall be made until payment of the specified fee has been received by the Board.
- 2.15 No burial shall be permitted between Nov 1 and May 1 of the next year. Additional costs for demand burials between Nov `1 and May 1 shall be the responsibility of the rights holder and at the Board's discretion if the elements of weather allow.
- 2.16 Rights holders are required to provide timely written advisement to the Board in the event of a change of address.
- 2.17 The Board permits cemetery saddles on upright stones with no wreaths on the ground.

## **3.0 NATURAL BURIALS AND INTERMENTS**

The natural burial section of the cemetery has been designed and implemented in a way that demonstrates regard for the natural state of the earth, landscape and accompanying elements. Each natural interment lot allows for one interment right for human remains.

- 3.1 The deceased must be free from embalming solutions.
- 3.2 Graves are identified only by a numbered marker. The Board will take all reasonable precautions to open the grave in the least disturbing manner to the surrounding environment. A backhoe, or similar device, may be used to create the grave. Each plot will only be opened once.
- 3.3 The casket or representative container specified for Interment of human remains shall be;
  - 3.3.1 Composed of sustainable and fully biodegradable fibers or materials.
  - 3.3.2 Free of non-biodegradable resins, glues or bonding agents.
  - 3.3.3 Composed of interior finishing fabricated from biodegradable fibers or materials.
  - 3.3.4 Free from high gloss finish lacquers, paints or prepared surfaces that are non-biodegradable.
  - 3.3.5 Free of any interior liner, bag or wrapping that is fabricated from a non-biodegradable material.
  - 3.3.6 Free of any memento, article or personal belonging that is composed of non-biodegradable materials.

- 3.3.7 Fashioned to include a supportive bottom that is stable and strong enough to be transported and placed on a grave set-up lowering device. The supportive bottom must be similarly made from sustainable and biodegradable materials.
- 3.4 The representative container specified for burial of cremated human remains shall be:
  - 3.4.1 Composed of sustainable and fully biodegradable fibers or materials.
  - 3.4.2 Free of non- biodegradable resins, glues or bonding agents.
  - 3.4.3 Composed of interior finishing fabricated from biodegradable fibers or materials.
  - 3.4.4 Free from high gloss finish lacquers, paints or prepared surfaces that are non- biodegradable.
  - 3.4.5 Free of any interior liner, bag or wrapping that is fabricated from a non-biodegradable material.
  - 3.4.6 Free of any memento, article or personal belonging that is composed of non-biodegradable material.

In addition, interment containers said to be of primary composition of plywood, particleboard or any other non-sustainable/non-biodegradable materials are prohibited from use in the natural burial section. The Board, or authorized representative, will have ultimate decision on approval of a casket or representative container for an interment in the natural burial section.

- 3.5 The interment will take place as a direct Interment. The interment container will be lowered into the earth by means of a standard lowering device. Earth will be either available on site or brought grave side to complete the interment. Efforts will be made to return the same earth back into the grave as was excavated.
- 3.6 The Board may limit the number of witnesses to an interment service in the natural burial section due to any reason of preserving the environmental sanctity or health and safety of those persons attending the interment. All attendees will be under the supervision of The Board during the interment proceedings.
- 3.7 Interred human remains or cremated human remains shall be considered non-recoverable from the interment date, and the Board shall have no obligation to recover the remains unless ordered by the provisions of legislation, regulation or court document. In the case of the Board being ordered to recover human remains or cremated human remains, the Board will hold the authorizing party accountable for all fees associated with the work performed.
- 3.8 The burial site will be allowed to naturally settle over time. The earth will be over-seeded with a recognized wildflower seed mix or a grass/pasture mix after the interment process is completed and thereafter with re- establishment of soil grade levels through the natural settlement process. At the discretion of the Board,



families may request for a native "Memorial Tree" to be planted on, or near to the lot.

- 3.9 For natural burial, the practice of individual memorialization will not be permitted. A cemetery website will provide information about names, dates and global positioning system (GPS) location of the deceased.
- 3.10 No other memorials, flowers, articles or personal effects may be left behind at the natural burial section. Any said flowers, articles or personal effects found in the natural burial section will be removed and stored by the Board for collection. If not collected, it may be disposed of after thirty (30) days. The Board retains the right to limit access to pedestrians or vehicles into the natural burial section in keeping of the environmental sensitivities within the site.
- 3.11 No regular maintenance will be performed on the natural burial site. The wild flower mix or the grass may be mowed, or a prescribed burn may be implemented, to control the invasion of non-native species and promote the health of native species. The site will be left to naturally evolve and develop with minimum disturbances. Native trees and shrubs may be planted at the discretion of the Board. No watering or fertilizing will take place of the seeded areas. The Board will have ultimate authority to manage, maintain and alter the interment areas.

## **4.0 ALL BURIALS AND INTERMENTS**

- 4.1 No burial shall take place except in the presence of a member of the Board.
- 4.2 Burials will generally be made only during regular working hours. Saturday and Holiday burials may be made upon request.

## **5.0 DISINTERMENTS**

- 5.1 Before any disinterment, at least 5 regular working days notice is required.
- 5.2 No disinterment shall take place except in the presence of a member of the Board.
- 5.3 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 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.

- 5.4 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).

## 6.0 PAYMENTS AND FEES

- 6.1 Fees for lots, columbarium niches, opening and closing for lots and columbarium niches, cremation burials, natural burials will be determined and amended from time to time by the Board and shall be listed on the Payments and Fees schedule maintained by the Board.

