

Woodstock Presbyterian Cemetery
315 Vansittart Avenue, Woodstock, Ontario, Canada
By-Laws, Rules & Regulations

These by-laws are the rules and regulations that govern the Woodstock Presbyterian Cemetery and have been approved by the Registrar, Funeral, Burial and Cremation Services Act, 2002(FBCSA), Bereavement Authority of Ontario (BAO), in accordance with Ontario Regulations (O. Reg.) 30/11 and 184/12.

A. DEFINITIONS

Burial/Interment: The opening of a lot and then the placing of dead human remains or cremated human remains in that lot, follow by closing the lot.

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

Care and Maintenance Fund: It is a requirement under the Funeral, Burial and Cremation Services Act, 2002 (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.

Contract: For purposes of these by-laws, all purchasers of Interment Rights 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.

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.

Grave: (Also known as a 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 to authorize the installation of a monument or marker.

Interment Rights Certificate: The document issued by the cemetery operator to the purchaser(s) 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(s): 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.

Plot: For the purposes of these by-laws, a plot is a grouping of 12 graves in the cemetery.

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.

B. GENERAL INFORMATION

Contact Information: Knox Presbyterian Church c/o Presbyterian Cemetery

Mailing Address: 59 Riddell St., Woodstock ON N4S 6M2

Telephone: 519-537-2962

Email: office.knox.woodstock@gmail.com

Website: www.knoxwoodstock.ca

Hours of Operation:

Visitation Hours: Daylight hours from April 25 to November 30

Burial Hours: Monday to Friday, 10 a.m. to 4 p.m. from April 25 to November 30. The dates are subject to change, depending on weather and ground conditions, but only with the prior approval of the cemetery board. No burials on Sundays and Christian holidays are permitted. An extra fee will be charged for Saturdays and holidays.

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 following, which may be amended periodically:

Funeral, Burial and Cremation Services Act, 2002

General, O. Reg. 30/11

Care and Maintenance Exemptions and Miscellaneous Charges, O. Reg. 184/12

Code of ethics, O. Reg. 216/18

Safety and Consumer Statutes Administration Act, 1996

Discipline and Appeal Committees Regulation, O. Reg. 374/18

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, columbarium niche, mausoleum crypt, 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 requires all cemeteries and crematoriums to maintain a public register that is available to the public during regular office hours.

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.

C. INTERMENT RIGHTS

Purchase of Interment Rights

- Purchasers of Interment Rights acquire only the right to direct the burial of human remains and of cremated human remains, and the installation of monuments, markers and inscriptions, subject to the conditions set out in these 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 Certificate should be kept in a secure location so that it can be presented to the cemetery operator prior to a burial. It is strongly advised that the Rights Holder(s) designate, in writing, the name of an individual who will take ownership of the Certificate in the event of the death of the Rights Holder(s).
- No burial will be permitted without the production of an Interment Rights Certificate or a Court Order naming the official owner of a missing certificate. (Refer also to section D. Burial.)
- The purchase of Interment Rights is not a purchase of Real Estate or real property.

Care and Maintenance Fund Contributions:

Contributions to the care and maintenance fund are not refundable except when Interment Rights are cancelled within the 30-day cooling off period.

Cancellation of Interment Rights withing 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(s) within thirty (30) days from the date of the request for cancellations, provided that:
 1. the Interment Rights Certificate is returned to the cemetery operator.
 2. the Rights Holder(s) endorse the Interment Rights Certificate, transferring all rights, title and interest back to the cemetery operator.
 3. the appropriate cemetery records are update by the cemetery operator.

**If any portion of the Interment Rights has been exercised, the purchaser(s), or the Interment Rights Holder(s) are not entitled to cancel the contract or re-sell the Interment Rights.

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

After the 30-day cooling-off period, the above rules apply, however the amount refunded shall be the original purchase prices less the amount that has been (or is required to be) deposited into the Care and Maintenance Fund.

Resale and Transfer of Interment Rights:

The cemetery operator permits the Interment Rights Holder(s) to sell or transfer their Interment Rights to a third party, at no more than the current price listed on the cemetery price list, so long as the sale or transfer is conducted through the cemetery operator and the Interment Rights Holder(s) and purchaser(s) meet the qualifications and requirements as outlined in these by-laws.

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

- Unless the Interment Rights have been exercised the purchaser(s) retains the right to 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 the right to re-sell the Interment Rights.
- The sale or transfer must be conducted through the cemetery operator and the Interment Rights Holder(s) and purchaser(s), as noted above.
- 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(s), or the Interment Rights Holder(s) are not entitled to re-sell the Interment Rights.

Requirements of resale of Interment Rights:

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

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. Record the name and address of the third-party purchaser(s).
 5. 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(s).
 - Upon completion of the above-listed procedures, and upon the issuance of the new Interment Rights Certificate, the third-party purchaser(s) 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

- 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 office prior to a burial taking place. A Certificate of Cremation must be submitted to the cemetery office prior to the burial of cremated remains 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.
- Payment must be made to the cemetery operator before a burial can take place.
- The cemetery shall be given three (3) days of notice for each burial of human remains or cremated 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.
- Human remains may be disinterred from a lot provided that the written consent (authorizations) of the Interment Rights Holder(s) 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.

- In special circumstances the removal of human remains may also be ordered by certain public officials without the consent of the Interment Rights Holder(s) and/or next of kin(s).
- Up to four (4) cremations remains may be buried on an existing grave, subject to permission of the holder of the Interment Rights Certificate.

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 a permit is obtained from the cemetery operator.
- 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 an upright monument or flatstone 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(s) 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 cemetery operator at the expense of the Interment Rights Holder(s).
- 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 cemetery management.
- A monument 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 upright 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.

Single lot maximum: two thirds the width of a lot.

Double lot maximum: one headstone, two thirds the width of a single lot.

Cremation lot maximum: 17" x 10".

F. CARE AND PLANTING

A portion of the price of Interment Rights is trusted into the Care and Maintenance Fund. The income generated (interest earned) 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 grounds
- Maintenance of cemetery roads
- Maintenance of perimeter walls and fences
- Maintenance of cemetery landscaping
- Maintenance of 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.

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 any 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 non-heat resistant glass (excludes glass attached to monuments), ceramics, or corrosive metals; loose stones or sharp objects; trellises or arches; borders, fences, railings, walls, and hedges, chairs or benches are prohibited.

This is not an exhaustive list. Any other articles that are deemed by the cemetery operator to be inappropriate or offensive may be removed without notification.

Memorial wreaths may be placed in the cemetery only between the first of May and the end of November. In order to prepare the grounds for spring, wreaths must be removed prior to May 1. Wreaths not removed by May 1 may be removed and disposed of by the cemetery without notification.

The cemetery reserves the right to disallow or remove quantities of memorial wreaths or flowers consider to be excessive and that diminish the otherwise tidy appearance of the cemetery.

H. CONTRACTORS AND MONUMENT DEALERS

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 (any or all may apply depending on your specific operation):
 1. WSIB coverage
 2. Occupational Health and Safety compliance standards
 3. 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 to protect the surface from damage.
- Any worker who damages any lot, tombstone, marker or other structure, or otherwise does any injury in the cemetery, shall be personally responsible for the same and in addition thereto, his employer shall be liable therefore.

I. PUBLIC ACCESS

- It will be considered trespassing if persons are found on the cemetery grounds before daylight appears or after darkness falls.
- Children age twelve (12) or younger must be accompanied by an adult.
- Pets are not allowed, whether on a leash or not, with the exception of service animals.
- Vehicles within the cemetery shall be driven at an appropriate and respectful rate of speed, (not more than 10 km/h) and shall not leave the avenues provided. Proprietors of vehicles shall be held responsible for any damage done by them or their drivers.