

## **SAMPLE CEMETERY BY-LAWS** (updated October 2024)

The Bereavement Authority of Ontario (BAO) has provided the following set of sample cemetery by-laws which have been approved by the Registrar, Funeral, Burial and Cremation Services Act, 2002 (FBCSA), Bereavement Authority of Ontario (“the Registrar”).

Cemetery operators may adopt these sample by-laws if they are relevant to the cemetery sites they operate, provided the process regarding “Notice” procedures is followed, as required by the FBCSA and Ontario Regulations 30/11 and 184/12 (O. Reg. 30/11 and 184/12), and as described on our website at <https://thebao.ca/for-professionals/cemeteries-crematoriums/by-laws/>.

Unlike contracts and price lists, the FBCSA does not specifically state what must be included in by-laws, and there is no standard set of by-laws that applies to the activities of every cemetery in Ontario. As each cemetery’s operations are unique, by-laws must be tailored to reflect the specific policies of each cemetery. For example:

- Cemeteries operated by religious organizations may have by-laws that require individuals to be of a specific religious denomination to be buried in that cemetery.
- A municipality’s by-laws may require that only residents of that municipality be permitted to acquire interment rights and be buried within the municipal cemetery.
- Some cemeteries may have by-laws that permit upright monuments, while others may only permit flat markers that are set flush and level with the ground.
- The hours of operation for one cemetery may vary greatly from those of another cemetery, and so on.

Most importantly, every operator of a cemetery **should** have a set of by-laws, approved by the Registrar, that comply with the FBCSA, O. Reg. 30/11 and 184/12, are in the public interest, do not give the cemetery operator or supplier an unreasonable or unfair advantage over another supplier, and relate to the current functioning of the cemetery.

When using the by-law template on the following pages as the basis for your by-laws, please **delete any comments in blue font**, as these are only business prompts and suggestions for you to consider in drafting your by-laws.

**Please delete or edit any sample wording that does not apply to your cemetery operations, and proof-read your by-laws carefully to ensure there are no contradictory statements, etc.**

## **Cemetery Operator Name**

Hereinafter referred to as “the cemetery operator”

Main Office Address  
City/Town, ON  
P0S 1T0  
Tel: (###) ###-###  
Website: [www.abccemetery.ca](http://www.abccemetery.ca)  
Email: [info@abccemetery.ca](mailto:info@abccemetery.ca)

## **Cemetery By-laws**

These by-laws are the rules that govern the operations of **(insert cemetery name and address; if the by-laws apply to more than one cemetery, list your cemeteries with their addresses on a separate schedule)**. They are in compliance with the Funeral, Burial and Cremation Services Act, 2002 (FBCSA), Ontario Regulation 30/11 (O. Reg. 30/11) and Ontario Regulation 184/12 (O. Reg. 184/12), and have been approved by the Registrar, FBCSA, Bereavement Authority of Ontario (BAO) (“the Registrar”).

Effective date: Month Day, 20xx

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### A. DEFINITIONS

[This is a suggested list of definitions which may be modified to suit the needs of individual cemeteries. You may wish to include more definitions from the FBCSA and O. Reg. 30/11 and 184/12.](#)

**Burial/Interment:** The opening of a lot and then the placing of a dead human body or the remains of a cremated human body 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 under which the cemetery operates.

**Care and Maintenance Fund:** The FBCSA, O. Reg. 30/11 and O. Reg. 184/12 require that an amount of money, that is the greater of a minimum prescribed amount and a percentage of the purchase price (excluding tax) of all interment and scattering rights sold, transferred or assigned; and prescribed amounts for monuments and markers, be contributed into the operator's care and maintenance trust fund. If no scattering rights are sold but scattering is permitted, a prescribed minimum amount must be contributed to the fund when the scattering is conducted. Interest earned from this Care and Maintenance Fund is used to cover the costs of care and maintenance of the cemetery, including markers and monuments, in perpetuity.

**Contract:** A written contract between the cemetery operator and the purchaser of interment or scattering rights or other cemetery supplies and services. Purchasers shall receive a copy of the signed contract detailing the obligations of both parties and acknowledging 1. Receipt of the cemetery by-laws, 2. A copy of the BAO's publication *A Guide to Death Care in Ontario* ("Consumer Information Guide") and 3. The operator's current price list.

**Corner Posts:** 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:** Means all recoverable bone fragments of a dead human body that remain after cremation in a crematorium. Bone fragments are mechanically processed to reduce the particle size.

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

**Grave:** See **Lot**.

**Hydrolyzed Remains:** Means all recoverable skeletal bones of a dead human body that remain after hydrolysis in a hydrolysis facility. Bones are mechanically processed to reduce them to small particle size, similar to that of cremated remains. **Any reference to “cremated remains” in these by-laws is understood to include hydrolyzed remains.**

**Interment Right:** The right to require or direct the interment or disinterment of human remains or cremated human remains in a grave, lot, niche or crypt and to authorize the installation (and inscriptions) 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 authorize the interment of 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:** An area of land in a cemetery containing, or set aside to contain, interred human remains and includes a tomb, crypt or compartment in a mausoleum and a niche or compartment in a columbarium and any other similar facility or receptacle.

**Marker:** Any permanent memorial structure – upright monument, flat marker, 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.

**Opening and Closing Fee:** The fee charged by the cemetery operator to excavate a grave for an interment and then refill the grave, or to open and re-seal a niche or crypt for the entombment of a casket or urn with cremated remains.

**Plot:** Two or more lots in respect of which the rights to inter/bury have been sold as a unit.

**Scattering Right:** The right to direct the scattering of cremated remains over a designated scattering ground within a cemetery, with the knowledge and permission of the cemetery operator.

**Scattering Rights Holder:** The person who holds the right to scatter cremated human remains in a specified lot or other designated area within the cemetery.

## **B. GENERAL INFORMATION**

**Hours of Operation:**

(INSERT YOUR SPECIFIC HOURS OF OPERATION; OFFICE HOURS AND VISITING HOURS)

**Visitation Hours:**

**Office Hours:**

**Burial Hours:**

In this section, specify if cemetery access is restricted in winter. If so, add information regarding winter storage and spring interments.

Possible additions: (add here if applicable)

**General Conduct:** The cemetery operator 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 other visitors, or any service being held.

Possible additions:

In this area, the operator can add rules related to the following:

- Speed limits for motor vehicles and bicycles etc., within the cemetery
- Pets within the cemetery (Service dogs must be allowed to accompany their owner at all times.)
- Alcohol/drug use prohibited within the cemetery
- Recreational vehicles within the cemetery
- Parking
- Bicycles or rollerblade use within the cemetery

These items can be a part of the by-laws; however, ideally, signage spelling out the rules should be clearly visible to all visitors (particularly speed limits) as they will likely not have read the by-laws before entering the cemetery.

**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-laws and by-law amendments are subject to the approval of the Registrar, FBCSA, BAO and do not come into force until approval is received.

**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, except for loss or damage caused by gross negligence of the cemetery operator.

**Correction of Interment Errors:**

In case of an error made by the cemetery operator during an interment, disinterment or removal, or in the transfer of any interment rights for a lot, plot, crypt or niche, the cemetery operator reserves the right to correct the error, and will take the following action, in consultation with the interment rights holder or their authorized representative:

- In the case of a transfer of interment rights, cancel such transfer and substitute and grant in lieu thereof other interment rights such as lot, plot, crypt or niche of equal or greater value and similar location as far as is reasonably possible and as may be selected by the cemetery operator, in its sole and absolute discretion, or refund a portion or all the money paid on account of the purchases of said interment rights, as shall be determined by the cemetery operator.
- In the event of any such error that may involve the interment or disinterment or removal of the remains of any person or persons in any lot, plot, crypt or niche, the cemetery operator, upon written notification of the interment rights holder and the Medical Officer of Health, as necessary, may disinter and re-inter the remains in such other lot, plot, grave, crypt or niche of equal or greater value and similar location as may be substituted and granted in lieu thereof.

### **Public Register:**

As required by the FBCSA, all cemetery and crematorium operators must maintain a public register that is available to the public for review during regular office hours or by appointment, and without charge.

### **Pet Interments:**

Choose one of the following two statements:

Full body or cremated pet remains are not allowed to be interred or scattered anywhere on cemetery grounds.

OR

**Cremated** pet remains are only allowed to be interred or scattered in the following section(s) within the cemetery grounds: [\(Specify the sections where interment/scattering is permitted. Please refer to the Pet Burial policy on the BAO website for more information. You are not permitted to allow the interment or scattering of pet remains in existing sections of the cemetery, where interment or scattering rights have already been sold.\)](#)

### **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 and consent from the Registrar, FBCSA, BAO, where necessary.

## **C. INTERMENT AND SCATTERING RIGHTS**

### **Purchase of Interment Rights:**

The purchase of interment/scattering rights is not a purchase of real estate or real property. Interment or scattering right 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 these 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 and the interment/scattering rights certificate has been issued.

If there is an association (example: church or memorial society) or residential requirements to purchase within the cemetery, these should be clearly defined.

In accordance with the FBCSA and regulations, the purchaser of interment or scattering rights must enter into a contract with the cemetery operator, providing such information as may be required by the cemetery operator for the completion of the contract and the public register. The purchaser will receive:

1. A copy of the contract
2. A copy of the cemetery by-laws
3. A copy of the price list
4. The BAO's publication *A Guide to Death Care in Ontario*, also known as the "Consumer Information Guide."

The interment/scattering rights certificate will be forwarded to the person(s) listed as the interment/scattering rights holder(s) in the contract, after full payment is received.

### **Opening and Closing of Graves or Lots:**

The opening and closing of graves, crypts and niches may only be conducted by cemetery staff or those designated to do work on behalf of the cemetery. For scattering of cremated remains, cemetery staff must be present.

The cemetery retains the right of passage over every grave so that the cemetery operations may be performed effectively.

The cemetery reserves the right to temporarily relocate a monument or marker if required to open and close a lot. The cemetery may also temporarily place the removed soil on an adjacent lot while an interment or disinterment is being carried out. The cemetery will make reasonable efforts to restore all lots after the interment or disinterment has been completed.

There is no legal requirement for a body to be presented in a casket or container for interment. However, the cemetery operator reserves the right to refuse a body that is not in a casket or container. You may choose to add one of the following statements and edit as required.

Remains must be delivered to the cemetery for interment in a closed casket or rigid container. Bodies delivered or presented only in a shroud will not be accepted for interment.

OR

Remains must be delivered to the cemetery for interment in a closed casket, rigid container or in a shroud. If remains are delivered in a shroud, they must be accompanied by a rigid carrying tray to ensure transportation to the grave is done in a dignified manner.

### **Notice Required:**

The cemetery requires (insert number of advanced hours/days you require) notice for each interment of human remains or scattering of cremated human remains.

Interments or disinterments will not be scheduled on (list days and/or holidays) unless special arrangements have been made and approved by the cemetery operator. Additional fees may be charged on these days. (Ensure all fees are listed on your price list, not here in the by-laws.)

Consider adding a statement about rebooking due to extreme weather or other conditions making it unsafe to complete an interment. For example:

The cemetery will make every effort to provide interments as booked, but in the interest of public safety, should an extreme weather event occur that may make the cemetery unsafe, the cemetery operator may be forced to prevent an interment from occurring. Should this occur, the cemetery operator will make every effort to rebook the interment as soon as possible.

OR

Every effort will be made to complete a burial or scattering on the assigned day and time. If due to inclement weather conditions, health and safety concerns, or conditions beyond the cemetery operator's control, if an interment or scattering cannot be made at the scheduled time, the cemetery operator reserves the right to reschedule. The burial or scattering shall be completed as soon as possible.

#### **Authorization, Information and Documents Required for a Burial or Scattering:**

The following items are required before an interment or scattering can take place:

**Contract:** For each burial or entombment of human remains, or each scattering of cremated human remains, the purchaser or rights holder(s) must enter into a contract as described above in **Purchase of Interment Rights**.

**Written Permission of Interment Rights Holder(s):** Interment rights holder(s) may be required to provide identification and written direction and authorization prior to a burial, scattering, or entombment taking place. Should the rights holder(s) be the 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., Estate Trustee or authorized next of kin).

**Proof of Registration of Death:** A burial permit issued by the Registrar General (or equivalent document for deaths that occurred outside the province of Ontario) showing that the death has been registered must be provided to the cemetery operator prior to an interment taking place.

**Interment or Scattering of Cremated Remains:** A Certificate of Cremation must be submitted to the cemetery operator prior to the burial or scattering of cremated remains.

**Payment:** Interment/scattering rights and all services must be paid for in full to the cemetery operator before a burial or scattering may take place.

**Authorization of Social Services Agency:** If applicable, written instruction from a social services administrator must be submitted to the cemetery operator before a burial financially assisted by a Social Services Agency may take place.

**Scattering of Cremated Remains:** Choose **ONE (1)** of the following two statements:

Cremated remains are not permitted to be scattered on a grave containing human remains or interred in a grave space without the authorization of the cemetery operator and the consent of the interment rights holder and in keeping with these by-laws. Scattering of cremated remains is only permitted in designated areas of the cemetery ([state sections](#)).

OR

Scattering of cremated remains is prohibited anywhere on cemetery grounds.

The process of scattering cremated remains is irreversible, therefore scattered cremated remains cannot be retrieved.

Please note that if scattering of cremated remains is sold as a service and not as a scattering right, you must adjust your by-laws accordingly.

**Burial Allowances for a Single Lot:**

The cemetery by-laws should clearly stipulate how many casket interments and/or cremated remains are permitted per lot and for each type of lot, crypt, niche.

- Specify if single or double depth is allowed
- Specify whether cremated remains can be interred with the full casket interments, and if so, how many.
- Specify the number of cremated remains that can be interred if no full interment takes place (cremation lots)

If cremated remains are permitted to be interred on top of full casket interments, a cemetery operator cannot refuse to inter cremated remains before the full casket interments take place. But the interment rights holder should be made aware of the possible challenges when disinterring the cremated remains in preparation for a full casket interment and be allowed to make a fully informed decision as to whether to proceed with the interment of cremated remains or to hold them until the full casket interments take place.

Where cremated remains are interred prior to casket interment(s), all attempts will be made to locate and temporarily remove urns to facilitate casket burials. For better retrievability of the cremated remains, they should be in an urn or container that is non-biodegradable and is not breakable (urn vaults are not mandatory but are recommended). There is no guarantee that cremated remains interred in a biodegradable urn or without an urn vault can be retrieved. The cemetery operator is not responsible if there is an issue or failure with the urn or container and there is a leakage of the cremated remains which may not be recoverable. Cremated remains disinterred in advance of a full body burial will be temporarily stored in a secure location, which will be documented by the cemetery operator. There may be additional costs for the cremated remains disinterments as part of the casket opening & closing costs (please see the cemetery price list). Please also see further provisions under the Disinterments section.

## **Outer Containers/Vaults:**

You may recommend the use of vaults, but you cannot *require* their use in all sections of the cemetery. Cemetery by-laws can require vaults for certain sections, typically based on water table issues, grading, sloping or embankments. In addition, the cemetery may require a vault for the lower level burial in a double depth lot for safety and stability reasons. However, they must also have a section available where vaults are not required. Only the Medical Officer of Health can deem that vaults are required in the entire cemetery. The requirement for vaults throughout the cemetery must be approved by the Registrar,

Should a vault be used, a service charge may apply.

All vaults must be set up and serviced by the supplier of the vault under the supervision of the cemetery operator.

The cemetery prohibits the use of vaults in certain sections.

### **D. CANCELLATION OF INTERMENT OR SCATTERING RIGHTS WITHIN THE 30-DAY COOLING OFF PERIOD**

A purchaser has the right to cancel a contract for interment or scattering rights within thirty (30) days of signing the interment or scattering 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. However, if any portion of the interment/scattering rights purchased in this contract have been exercised, the contract is deemed to have been fulfilled and the rights holder no longer has the right to cancel the contract and receive a refund for the rights purchased.

### **E. RESALE, CANCELLATION OR TRANSFER OF INTERMENT OR SCATTERING RIGHTS AFTER THE 30-DAY COOLING OFF PERIOD**

The FBCSA and regulations provide the cemetery operator with two choices regarding the resale of interment rights; 1) permit the resale of interment or scattering rights to a third party by the interment rights holder, or 2) prohibit the resale of interment or scattering rights and require the cemetery operator to repurchase interment or scattering rights at the current price on the price list less the care and maintenance contribution portion of the original price paid. For cemetery operators with little to no operating funds, option 1) is the best option; it also allows the cemetery operator to negotiate a buyback price and have first right of refusal to buyback the interment or scattering rights. Note: The transfer of the interment rights must be conducted by the cemetery operator who must issue a new interment rights certificate after confirming the person selling the interment rights has the authority to sell those rights, and the cemetery operator may charge an administration fee for this service.

Please note, if the cemetery operator **prohibits** resale of interment rights or scattering rights to a third party, they must have a by-law approved by the Registrar which prohibits such activity. As of July 1, 2012, an operator's by-law that does not address this option or is silent on the topic of resale is deemed to permit the resale of interment rights.

Choose either **Permit Third Party Resale (option 1)** or **Prohibit Third Party Resale (option 2)** and delete the option not selected.

#### **Option 1:**

#### **RESALE OF INTERMENT/SCATTERING RIGHTS IS PERMITTED**

The rights holder has the right to sell their interment/scattering rights to a third-party before the rights are exercised, at an amount that is no greater than the price of those rights as indicated on the cemetery's current price list at the time of resale. Before reselling the rights, the rights holder may first inquire whether the cemetery operator is willing to repurchase the rights at a negotiated price. Any resale of interment rights shall be in accordance with the requirements of the cemetery by-laws and in keeping with the FBCSA and Ontario Regulations.

#### **Requirements for a Third-Party Resale:**

Upon selling the rights to a third-party purchaser, the rights holder must provide the third-party purchaser the following:\*

- The interment/scattering rights certificate endorsed with the following:
  - o A statement signed by the rights holder selling the rights, acknowledging the sale to the third-party purchaser.
  - o A signed confirmation by the cemetery operator that the person selling the rights is shown as the rights holder in the cemetery's records.
  - o The date on which the rights were sold to the third-party purchaser.
  - o The name and address of the third-party purchaser.
  - o A statement of any money owing to the cemetery operator in respect to the rights.
- A written statement of the number of lots/scatterings that have been used in the plot/scattering grounds to which the rights relate and the number of lots/scatterings that remain available.
- Any other documents in the rights holder's possession relating to the rights.
- A copy of the current cemetery by-laws.

After the rights holder sells the rights to a third-party purchaser but before the purchaser exercises those rights, the purchaser must provide the cemetery operator with the endorsed certificate and any other information that the cemetery operator requires to issue a new certificate in relation to the rights.

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

#### **\*Transfer of Interment Rights**

If the rights holder transfers the rights to another person for no consideration (no money), the same obligations described above apply, with necessary modifications, to the rights holder and the transferee.

#### **Administration fee for resale or transfer**

In the case of a resale or transfer of rights, an administration fee applies for the cemetery operator to issue a new rights certificate to the third-party purchaser or transferee, as

applicable. The fee, which is set out on the cemetery price list, is also charged for replacement of lost or damaged certificates.

Cancellation rights for interment right contracts entered into prior to the allowance of 3<sup>rd</sup> party resale by the cemetery operator: rights holders are now permitted resale rights, or they still retain the rights set out in their contract or under previous legislation if written before July 1, 2012.

Or

**Option 2:**

### **RESALE OF INTERMENT/SCATTERING RIGHTS IS PROHIBITED**

The cemetery operator prohibits the resale of interment or scattering rights to a third party. If the interment rights holder wishes to cancel their interment rights contract after 30 days, the cemetery operator will refund/repurchase the interment rights at the price listed on the current price list, less any care and maintenance contribution amount previously paid.

The cemetery operator reserves the right to refuse to cancel a contract for interment or scattering rights if a portion of the interment or scattering rights has been exercised (for example, one lot in a plot has been used).

#### **Requirements for cancellation of interment rights:**

To cancel a contract for interment/scattering rights, the interment/scattering rights holder must provide the cemetery operator with written notice of cancellation and the interment/scattering rights certificate, which must be endorsed by the rights holder(s), transferring all rights, title and interest back to the cemetery operator. The aforementioned paperwork must be completed before the cemetery operator will reimburse the rights holder(s).

#### **Transfer of Interment Rights**

The transfer of interment rights may only be made after the interment rights have been paid for in full. With the permission of the cemetery operator and in accordance with these by-laws, the rights holder may transfer the interment rights to another person for no consideration (no money). Transfers must be processed through the cemetery operator and the following must be provided.

- The interment/scattering rights certificate endorsed with the following:
  - o A statement signed by the rights holder selling the rights, acknowledging the transfer to the third-party.
  - o A signed confirmation by the cemetery operator that the person transferring the rights is shown as the rights holder in the cemetery's records. 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 in keeping with the *Succession Law Reform Act* i.e. personal representative, estate trustee (executor) or next of kin. A copy of the notarized will or other documentation may be required to ensure the person requesting the transfer is authorized to do so.
  - o The date on which the rights were transferred to the third-party (transferee).
  - o The name and address of the transferee.
- A written statement regarding the lots/scatterings rights that are being transferred and confirmation that they have not been used.

- Any other documents in the rights holder's possession relating to the rights.
- A copy of the current cemetery by-laws must be provided the transferee.

Once all required documentation and information has been received by the cemetery operator from the rights holder(s), the cemetery operator will issue a new interment or scattering rights certificate to the transferee(s), and the transferee(s) shall be considered the current interment or scattering rights holder(s) of the interment or scattering rights. The resale or transfer of the interment or scattering rights shall be considered final and the cemetery's Public Register will be updated.

#### **Administration fee for transfer:**

In the case of a transfer of interment/scattering rights, an administration fee applies for the cemetery operator to issue a new rights certificate to the transferee. The fee, which is set out on the cemetery price list, is also charged for replacement of lost or damaged certificates.

#### **End of Option 2**

### **F. DISINTERMENT**

Human remains may be disinterred from a lot with the written consent of the interment rights holder and prior notification to the local Medical Officer of Health. Notification to the local Medical Officer of Health is not required for the disinterment of cremated remains.

In some circumstances, the disinterment of human remains may be ordered by one or more public officials (e.g., Court Order, Coroner's Office etc.) and will take place without the consent of the interment rights holder(s) and/or next of kin.

The cemetery is not responsible for damage to any casket, urn, container or vault which may occur during a disinterment. Additionally, due to the length of time that a casket, urn, container or vault has been interred and the conditions to which it has been exposed, the cemetery cannot guarantee that it can retrieve the complete casket, urn, container or vault interred in the cemetery. Should a new casket, urn or container be required at the time of disinterment, it shall be at the expense of the party authorizing the disinterment. Additionally, the cemetery operator has the right to request that a licensed funeral director be present for the disinterment at the expense of the party authorizing the disinterment.

Disinterments will be scheduled at a day and time designated by the cemetery operator. The cemetery operator reserves the right to close the cemetery or the section where the disinterment is to take place. Only those persons required or permitted by the cemetery to attend a disinterment shall be allowed to enter the cemetery or the section involved during a disinterment.

If reinterment does not take place within the same lot and if existing memorialization (monument, marker, niche front or crypt front) needs to be removed, it will be at the expense of the person authorizing the disinterment.

Once a disinterment has been completed, the lot space shall be considered available to the interment rights holder for a new interment, transfer or resale in accordance with these by-laws. If the grave, niche or mausoleum space from which a disinterment has occurred, is transferred or resold, the new interment rights holder must be made aware of the previous

disinterment and agree in writing to such knowledge as part of the transfer or resale agreement.

### **G. MEMORIALIZATION**

The following are examples that have been provided to assist you in developing your by-laws. Choose the statements which most closely reflect your policies and procedures and edit them as required to ensure they are not contradictory. Except for veteran cemeteries or veteran sections where a monument style is uniform across the entire cemetery or a particular section, the consumer must be allowed to purchase a marker from the monument dealer of their choice, so long as the dealer meets all of the marker and insurance specifications set forth in these by-laws. Purchase restrictions may only be placed on services and supplies relating to the installation and setting of markers, and construction and installation of foundations; if such restrictions are imposed, the services and supplies in question must be charged at the operator's cost, per. [section 71 of O. Reg. 30/11](#).

No memorial or other structure shall be erected or permitted on a lot until all charges have been paid in full and/or written consent is obtained from the cemetery operator.

To prevent interference with future interments and optimize cemetery maintenance, the cemetery operator reserves the right to set out the maximum size of monuments, their number and their location on each lot or plot.

Only one monument and (specify number) markers shall be erected within the designated space on any lot. (Specify by each section if memorialization options vary by section.)

To ensure quality control, desired uniformity and standards of workmanship, all foundations for monuments and markers shall be built by, or contracted to be built for, the cemetery operator. The price charged to the interment rights holder for a foundation will be at the direct cost price (no markup).

No monument shall be delivered to the cemetery for installation until the monument foundation has been completed, and permission has been obtained by the cemetery operator.

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.

The installation of small-scale private mausoleums or columbariums (including niche monuments) may affect the total permitted interments within a lot or plot. In addition to the cemetery operator's approval, plans must be filed with the Registrar, BAO. Large-scale projects (15 cubic metres or greater) require the consent of the Registrar, BAO.

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.

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

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

All monuments and markers shall be constructed of bronze or granite.

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

Single lot maximum: (insert sizing based on standards in place at your cemetery)

Double lot maximum: (insert sizing based on standards in place at your cemetery)

Cremation lot maximum: (insert sizing based on standards in place at your cemetery)

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 unless it is as a result of negligence by the cemetery.

Memorials – monuments, markers, plaques etc. are owned by the interment rights holder and the cemetery operator is not responsible for their loss or deterioration. Interment right holders may wish to consider adding memorials to their own insurance coverage.

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.

Inscriptions on the back and sides of a monument are limited to only the surname and design features, with the cemetery operator's prior approval.

## **H. CEMETERY CARE AND MAINTENANCE**

A portion – 40% or a minimum legislatively prescribed amount, of the price of interment or scattering rights must be deposited and trusted into the cemetery's Care and Maintenance Fund.

The income generated from this trust fund is used to maintain, secure and preserve the cemetery grounds and markers in perpetuity. Services that can be provided through this fund include:

- Lawn care, re-leveling 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 mausoleums and columbariums
- Repairs and general upkeep of cemetery maintenance buildings and equipment
- To the extent that income from the Care and Maintenance Fund permits, the cemetery operator will stabilize and secure markers and monuments within the cemetery.

## **I. FLORAL TRIBUTES AND CARE & PLANTING**

The following are examples that have been provided to assist you in developing your by-laws. Choose the statements which most closely reflect your policies and procedures and edit them as required to ensure they are not contradictory.

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.

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 operator.

Flower bed maintenance, pruning, fertilizing, watering, etc., are the sole responsibility of the interment rights holder.

Should plant material (e.g., trees, shrubs, gardens, etc.) become unsightly, neglected, obscure the monument, or infringe on an adjacent lot or plot, the plant material will be removed by the cemetery operator and the area restored to lawn. The removal of plant material may also be necessary for the opening of a grave. The cemetery operator will not be held liable for the removal of any plant material.

Fresh cut flowers or potted plants are permitted year-round and must be placed in the designated planting area or in a non-breakable, non-corrosive flower vase adjacent to the memorial. Fresh cut flowers and potted plants that have become unsightly and empty flower vases will be removed and disposed of by the cemetery operator without notice.

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

Memorial wreaths may be placed in the cemetery only between (insert date) and (insert date). To prepare the grounds for spring, wreaths must be removed prior to (insert date). Wreaths not removed by (insert date) will be removed and disposed of by the cemetery operator without notice.

Floral tributes of only fresh cut flowers are permitted by the columbarium. Floral tributes must not be left in a manner that blocks any memorial adjacent to it. Floral tributes that become unsightly will be removed by the cemetery operator without notice. No article of any nature is to be placed or fastened on the face of the columbarium, niche front or on top of the columbarium. Wreaths and artificial flower arrangements are prohibited in all areas surrounding the columbarium niches.

Floral arrangements with saddles are permitted to remain on the monuments throughout the year. These arrangements are to be properly maintained and may be removed by the cemetery staff should their condition detract from the appearance of the cemetery.

## **J. ITEMS THAT ARE PROHIBITED AND PERMITTED**

The following are examples that have been provided to assist you in developing your by-laws. Choose the statements which most closely reflect your policies and procedures and edit them as required to ensure they are not contradictory.

The cemetery operator 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.

**Temporary markers** will be allowed up to (insert number of days) after the interment, after which time, the cemetery operator reserves the right to remove and dispose of them without notice. **OR** Temporary markers are not permitted in the cemetery.

**Ground ornamentation** such as vases, wreaths and decorative foot stones are to be removed by (insert date) of each year. Items remaining after this date shall be removed and disposed of by the cemetery operator.

**Prohibited articles:** The following articles are prohibited from being placed on lots within the cemetery: 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, arches or borders, shepherd hooks, solar lights, chairs or benches, string lights. The cemetery operator reserves the right to remove and dispose of any article deemed prohibited without notice. Please contact the cemetery for clarification prior to purchasing or placing any articles on a lot.

No flower arrangements, plants, wreaths, toys or mementos are permitted to be placed near the columbarium except at the time of interment and will be removed upon its completion.

Tents from approved vendors are permitted for interment services only.

Articles placed on lots are the sole responsibility of the interment rights holder(s). The cemetery operator cannot be held responsible for the loss or damage of any articles placed within the cemetery.

## **K. MAUSOLEUM BY-LAWS**

**Note:** A cemetery operator's by-laws specific to mausoleums will vary by location and depend on site conditions, building features, building materials, etc. The following are general examples of by-laws that you may use.

Only the cemetery operator or a designated representative may open and seal crypts for entombments. This applies to the inside sealer and the crypt front.

To ensure quality control, desired uniformity and standards of workmanship, the cemetery operator reserves the right to inscribe all crypt fronts or install all lettering, vases, adornments, or any other approved attachment.

Ceramic photographs or inlays on crypt fronts are permitted and must conform to the design, material and standards of the cemetery operator. Photographs may only be installed with the prior consent of the cemetery operator.

You may wish to stipulate the permitted size of lettering and font for inscriptions, adornments, etc.

### **L. COLUMBARIUM BY-LAWS**

**Note:** A cemetery operator's by-laws specific to columbarium niche structures will vary by location and depend on site conditions, building features, building materials, etc. The following are general examples of by-laws that you may use as they pertain to your operation.

Only the cemetery operator or a designated representative may open and seal niches for interments. This applies to the inside sealer and the niche front.

To ensure quality control, desired uniformity and standard of workmanship, the cemetery reserves the right to inscribe all niche fronts or install all lettering, vases, adornments, or any other approved attachment.

No person other than cemetery staff or a designated representative shall remove or alter niche fronts.

The total number of cremated remains that may be placed in any niche is (specify number). The niche dimensions are (specify size).

Any urn which is too large to fit within the niche will not be interred in the columbarium.

You may wish to stipulate the permitted size of lettering and font for inscriptions, adornments, etc.

### **M. CONTRACTOR/MONUMENT DEALER BY-LAWS**

Any contract work to be performed within the cemetery (including but not limited to landscaping, delivery and installation of monuments and markers, inscriptions) requires the written pre-approval of the interment rights holder and the cemetery operator before the work may begin. Pre-approval documents include: design drawings, plans and detailed specifications relating to the work, proof of all applicable government approvals and permits, and 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):

- WSIB coverage
- Occupational Health and Safety compliance standards
- Environmental Protection

- WHMIS
- Evidence of liability insurance of not less than \$(amount) (an amount deemed appropriate by your individual operation, such as \$2 million; \$3 million, etc.)

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

No work will be performed at the cemetery except during the regular business hours of the cemetery. Contractors, monument dealers and suppliers shall not do any work in the cemetery in the evening, weekends or statutory holidays, unless prior approval has been granted by the cemetery operator.

The cemetery operator 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 shall temporarily cease all operations if they are working within 100 metres of a funeral until the conclusion of the service.

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

For the safety of all visitors and staff, all work sites must be secured when left unattended. Contractors working within the cemetery must remove all implements, equipment and garbage from the cemetery at the end of each workday and at the conclusion of the work.

## **O. COMBINED HUMAN AND CREMATED PET INTERMENTS AND SCATTERING**

This section applies to cemetery operators who wish to allow the interment or scattering of cremated pet remains along with human remains (full body or cremated). New sections that allow cremated pet interments with human interments must be separate from other pre-established sections of the cemetery. Also, the allowance of cremated pet remains interments must be clearly stated to purchasers and noted on the contract and interment rights certificate. The following are general examples of by-laws which may be used. Variations of the examples have been provided to assist in choosing the situation which most closely resembles the cemetery operator's business model. Make sure the statements you choose are not contradictory.

The cemetery should define what types of cremated pets are allowed and not allowed (example dog, cat, etc.). Operators are urged to consult the local municipality to compare its definitions to the proposed definition by the cemetery operator.

**Definitions:** If you are going to allow cremated pet interments, include one of the following "Pet" definitions or create an appropriate one in your Definitions section at the **beginning** of your by-laws.

**Pet:** A domestic or tamed animal kept for companionship or pleasure.

**OR**

**Pet:** Any domesticated animal that commonly cohabits in a family household for companionship and support. This term excludes exotic animals, farm animals and any other animal defined by the municipality as a prohibited animal.

The human and pet section within the cemetery is specifically designated to permit the interment of cremated pet remains along with full-body or cremated human remains.

The human and pet scattering ground/garden is land within a cemetery that is set aside to be used for the scattering of cremated remains of both pets and humans.

In addition to the by-laws in this section, all the other sections of these by-laws apply to interments and scatterings in the combined human and pet cemetery section.

The cemetery will require the written permission of the interment or scattering rights holder prior to an interment occurring. Should the 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, 1990*, i.e. personal representative, estate trustee, executor or next of kin.

[In the absence of formal government documents to register the death of a pet, the cemetery may wish to gather the following information \(please see recommendations below\). Cemetery operators must properly document each pet\(s\) interment in their records.](#)

The cemetery operator requires the following documentation prior to conducting an interment of pet cremated remains:

- 1) Interment rights certificate
- 2) Pet name
- 3) Date of birth (if known) and date of death
- 4) Cremation certificate (if available)
- 5) Type of species
- 6) Size and material of container (please detail any restrictions)

Pet cremated remains must arrive in an urn or other container.

Within the human and pet combined section, the interment allowances are:

- Specify if single or double depth is allowed and the number of human and pet cremated remains that can be interred with the full human interments.
- Specify the number of human and pet cremated remains that can be interred if no full interment takes place.

Pet cremated remains may only be interred or scattered when a human interment or scattering is occurring.

**OR**

Pet cremated remains interments or scatterings can be arranged separate to human interments.

Pet cremated remains may only be scattered within a designated area of the cemetery with a cemetery staff member or authorized representative present.

Pet names or photos are permitted to be/prohibited from being (choose one) added to markers or monuments.

A separate flat marker (specify size) can be added for each pet interment.

Memorial objects (e.g., small statues) are not permitted by/are only allowed with the permission (choose one) of the cemetery operator.

Pets may/may not (choose one) be memorialized on the communal marker designated for the scattering garden.

Disinterment of cremated pet remains must be authorized in writing by the interment rights holder. If the disinterment of cremated pet remains affects interred human remains, the above disinterment by-laws apply.

Be sure to address any differences in memorialization or care & planting (if needed).

## P. NATURAL/GREEN BURIAL SECTION

This section applies to cemetery operators who wish to allow for a natural/green burial section within the boundaries of the cemetery. Sections designated for natural/green burial must be separate from other established sections of the cemetery. Natural/green burials are not contemplated within the FBCSA, therefore it is up to each cemetery operator to determine and define this section. Several websites provide valuable information, including but not limited to: <https://naturalburialassociation.ca/>, <https://greenburialcanada.ca/> or <https://www.greenburialcouncil.org/>.

The following are general examples of by-laws which may be used. Variations of the examples have been provided to assist in choosing the situation which most closely resembles the cemetery operator's business model. Make sure the statements you choose are not contradictory.

The words "natural" and "green" are interchangeable and you can choose whichever term you prefer, including in the definitions below.

In addition to the by-laws in this section, all the other cemetery by-laws apply to interments and scatterings in the natural/green section.

If you are adding a natural burial section in your cemetery, please add the following two definitions to the Definitions section at the beginning of your by-laws.

**Natural burial section:** An area within a cemetery which is specifically designed to permit human remains to be returned to the earth in a natural, eco-friendly manner.

**Natural burial interment:** Any interment right in a natural burial section which permits the burial of human remains in a biodegradable casket, container, shroud, or cremation urn.

Within the natural burial section, the interment allowances are:

- Specify if single or double depth is allowed and the number of cremated remains, if any, that can be interred with the full interments.
- Specify the number of cremated remains that can be interred if no full interment takes place.

Remains must be delivered to the cemetery for burial in a closed casket, rigid container, or urn made from materials or substances that are non-toxic and readily biodegradable, such as wood, wicker, recycled cardboard or natural fiber. Bodies delivered or presented only in a shroud will not be accepted for interment.

**OR**

Remains may be delivered in a closed casket, rigid container, or urn made from materials or substances that are non-toxic and readily biodegradable, such as wood, wicker, recycled cardboard or natural fiber; remains may also be delivered in a shroud, which must be accompanied by a carrying tray to ensure transportation to the grave is done in a dignified manner.

Cremated remains must be delivered in a biodegradable urn or container. Synthetic materials or metals used in the manufacture of a casket, container, or urn, are not permitted. The cemetery management reserves the right to refuse any interment of human remains should the human remains be delivered to the cemetery in a casket, container, or cremation urn that does not conform to these requirements.

Scattering of cremated remains will/will not ([choose one](#)) be allowed over the lot. Scattering is only permitted in designated areas of the cemetery in keeping with the by-laws and with the cemetery operator's permission, and will count toward the total number of permitted interments/scatterings in a lot/plot.

Outer containers, such as concrete vaults, metal vaults, or wooden liners will not be permitted in natural burial section(s).

Human remains which have been embalmed using formaldehyde or other non-biodegradable chemicals will not be permitted to be buried within the natural burial section(s).

To preserve and enhance the natural environment, grass cutting, weeding and pesticides will not be provided or permitted within natural burial section(s).

Live or artificial plant material of any kind is prohibited to be placed or planted on the graves within the natural burial section(s).

To preserve the natural setting, no articles of any kind may be placed within the natural burial section(s).

To preserve the natural surroundings of the area, memorials, including temporary wooden memorials, are not permitted on natural burial graves.

A central memorial is available should the interment rights holder or their designate wish to have the name and dates memorialized.