

Attachment 2 - Comments from the Regulator

Draft Clause	Revised Clause with Regulator Comments Addressed	Impact
N/A	<p>Addition of the statement:</p> <p>These by-laws are the rules and regulations that govern Greenwood Cemetery and have been approved by the Registrar, <i>Funeral, Burial and Cremation Services Act, 2002</i> (FBCSA), Bereavement Authority of Ontario (BAO).</p>	The statement confirms for the public that Greenwood Cemetery Bylaws have been reviewed and are supported by the regulator.
Definitions:		
<p>Care and Maintenance Fund</p> <p>“Care and Maintenance Fund” means the fund required under the Funeral, Burial and Cremation Services Act, 2002 where a set percentage of the purchase of all Interment Rights and Marker installations are contributed. Interest earned from this fund is used to provide care and maintenance of Lots and Markers in the Cemetery;</p>	<p><b>Care and Maintenance Fund:</b> <i>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.</i></p>	Standardized wording
<p>Inter or Interment</p> <p>“Inter” or “Interment” means the burial of human remains and includes the placing of human remains in a lot, tomb, crypt, compartment or Niche and Interment and Interred shall have a similar meaning;</p>	<p><b>Burial/Interment:</b> <i>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.</i></p>	Standardized wording
<p>Interment Right</p> <p>“Interment Right” or “Interment Rights” means</p>	<p><b>Interment Right:</b> <i>The right to require or direct the interment of human remains or cremated human remains in a grave, lot,</i></p>	Standardized wording

<p>the right to require or direct the Interment of human remains in any Lot;</p>	<p><i>niche or crypt and to authorize the installation of a monument or marker</i></p>	
<p>Interment Rights Certificate  “Interment Rights Certificate” means the official documentation allowing the holder to direct the interment of human remains or cremated human remains in any Lot and/or to direct the installation of a Marker;</p>		<p>Standardized wording</p>
<p>Contract- N/A</p>	<p><b>Contract:</b> <i>For purposes of these by-laws, all purchasers of interment or scattering 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.</i></p>	<p>Additional protective clause  Standardized wording</p>
<p>Liability-N/A</p>	<p><i>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, save and except for direct loss or damage caused by gross negligence of the cemetery.</i></p>	<p>Additional Protective Clause  Standardized Wording</p>
<p>N/A</p>	<p>Add information indicating where payment can be made and hours of Operation</p>	<p>Informational  Standardized Wording</p>

N/A	<p>Add clauses addressing bylaw amendments:</p> <p><b>By Law Amendments:</b>  <i>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.</i></p> <p><b>All by-law amendments must be:</b>  <i>A. Published once in a newspaper with general circulation in the locality in which the cemetery is located;</i>  <i>B. Conspicuously posted on a sign at the entrance of the cemetery; and</i>  <i>C. Delivered to each supplier of markers who has delivered a marker to the cemetery during the year, if the by-law or by-law amendment pertains to markers or their installation.</i></p> <p><i>All by-laws and by-law amendments are subject to the approval of the Registrar, FBCSA, BAO.</i></p>	<p>Informational Clause</p> <p>Standardized wording</p>
N/A	<p>Add Statement re. Public Register:  <i>Provincial legislation – Section 110 of O. Reg. 30/11 requires all cemeteries and crematoriums to maintain a public register that is available to the public during regular office hours.</i></p>	<p>Informational Clause</p> <p>Standardized Wording</p> <p>Previously only reflected in the Funeral Burial And Cremation Services Act</p>
N/A	<p>Add Statement re. Pets or Other Animals:  <b>Pets or Other Animals:</b>  <i>Pets or other lower animals, including cremated animal remains, are not allowed to be buried on cemetery grounds.</i></p>	<p>Informational Clause</p> <p>Standardized wording</p> <p>Previously only reflected in the Funeral Burial And Cremation Services Act</p>
N/A	<p>Add statement re. right to re-survey:</p>	<p>Informational Clause</p>

	<p><i>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</i></p>	<p>Standardized Wording</p> <p>Previously only reflected in the Funeral Burial And Cremation Services Act</p>
<p>Private Transfer of Interment Rights: Subject to s. 20, any person may transfer unused Interment Rights back to the City in accordance with the Funeral, Burial and Cremation Services Act, 2002. 25. The sale of Interment Rights in the Cemetery by anyone other than the City is prohibited. Unused Interment Rights may be transferred to another party without financial reimbursement by completing the transfer portion of an Interment Rights Certificate. 26. All private transfers of unused Interment Rights are subject to the Transfer of Interment Rights Fee prescribed by the Fees and Charges By-law. No transfer is recognized until the transfer portion of the Interment Rights Certificate is completed and received by the City.</p>	<p>The cemetery operator prohibits the resale of interment or scattering rights to a third party and will repurchase these rights from the interment rights holder or such other person to whom the interment rights have been assigned, at the price listed on the current price list less any care and maintenance contribution amount previously made. Transfers of interment or scattering rights cannot be prohibited so long as the purchaser meets the qualifications and requirements as outlined in the cemetery operator’s by-laws. All private transfers of unused Interment Rights are subject to the Transfer of Interment Rights Fee prescribed by the Fees and Charges By-law. No transfer is recognized until the transfer portion of the Interment Rights Certificate is completed and received by the City.</p>	<p>Standardized wording</p>
<p>N/A</p>	<p>Add a section re. 30 day Cooling off Period:</p> <p><i>A purchaser has the right to cancel an interment or scattering rights contract within thirty (30) days of signing the interment or scattering rights contract, by providing written notice of the cancellation to the cemetery operator. The</i></p>	<p>Informational Clause</p> <p>Standardized wording</p> <p>Previously only reflected in the Funeral Burial And Cremation Services Act</p>

	<p><i>cemetery operator will refund all monies paid by the purchaser within thirty (30) days from the date of the request for cancellation.</i></p>	
<p>Section 33 (f) : written authorization from the Interment Rights holder to proceed and confirmation of Interment Rights by: i. an Interment Rights Certificate, contract or deed indicating the rightful owner of the Interment Rights; or ii. where evidence of ownership is unavailable, a signed Interment Rights and Services contract, saving the City harmless from all subsequent claims from such Interment activity.</p>	<p>1. (Now Section 39): Prior to conducting any Interment, all of the following preconditions shall be meet:</p> <ul style="list-style-type: none"> <li>a. notice given to Cemetery staff at least eight business hours before the proposed Interment;</li> <li>b. submission of the Burial Permit or Cremation Certificate to the City;</li> <li>c. written confirmation of: <ul style="list-style-type: none"> <li>i. the name, place of birth, residence, age, date of death, and sex of the deceased;</li> <li>ii. the name and address of the funeral director and the nearest relative of the deceased; and</li> <li>iii. the date, time and location of the Interment, entombment or inurnment.</li> </ul> </li> </ul>	<p>Standardized Wording</p>

	<ul style="list-style-type: none"> <li>d. payment of all fees and service charges owed to the City;</li> <li>e. verification that all caskets, cement vaults/liners and urns will fit the Interment space provided; and</li> <li>f. written authorization from the Interment Rights holder to proceed and confirmation of Interment Rights by: <ul style="list-style-type: none"> <li>i. an Interment Rights Certificate, contract or deed indicating the rightful owner of the Interment Rights; or</li> <li>ii. where evidence of ownership is unavailable, a signed Interment Rights and Services contract, saving the City harmless from all subsequent claims from such Interment activity;</li> <li>iii. Should the interment or scattering rights holder be deceased, authorization must be</li> </ul> </li> </ul>	
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	<p>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.</p> <p>g. For Internment Rights in a reserved section, submission of written authorization from the society, church or other organization stating that the Interment is entitled to occur in the reserved section.</p>	
<p>Disinterment: Part V. Disinterment Procedures 45. prior to any disinterment the following written approvals must be submitted to Cemetery staff: a. the Medical Officer of Health; and b. c. for Internment Rights in a reserved section, from the society, church or other organization. consent of the Interment Rights Holder. 46. All requirements under the Funeral, Burial and</p>	<p><b>Part V. Disinterment Procedures</b></p> <p><b>Approval</b></p> <p>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</p>	<p>Standardized Wording</p>

<p>Cremation Services Act, 2002 must be met in order for a Disinterment to proceed. Conduct Provision of a Container 47. Unless otherwise ordered by the Medical Officer of Health, Disinterment shall be conducted as determined by Cemetery staff as weather permits between May 1 to October 31. 48. The removal of human remains, not contained in a permanent outer container, must be completed by a certified funeral director. 49. If the original Interment container is damaged during disinterment such that it is rendered unusable, the Interment Rights Holder must supply a new container at their expense. Removal of Private Memorials 50. Any Marker or Upright Monument, designating the location of the Interment, shall be removed at the expense of the Interment Rights Holder, at the time of disinterment.</p>	<p>disinterment of cremated remains from a lot or the removal of cremated remains from the cemetery.</p> <ol style="list-style-type: none"> <li>2. 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).</li> <li>3. All requirements under the Funeral, Burial and Cremation Services Act, 2002 must be met in order for a Disinterment to proceed.</li> </ol> <p><b>Conduct</b></p> <p>Unless otherwise ordered by the Medical Officer of Health, Disinterment shall be conducted as determined by Cemetery staff as weather permits between May 1 to October 31. The removal of human remains, not contained in a permanent outer container, must be completed by a certified funeral director.</p> <p><b>Provision of a Container</b></p> <p>If the original Interment container is damaged during disinterment such that it is rendered unusable, the Interment Rights Holder must supply a new container at their expense.</p> <p><b>Removal of Private Memorials</b></p> <p>Any Marker or Upright Monument, designating the location of the Interment, shall be removed at the expense of the Interment Rights Holder, at the time of disinterment.</p>	
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<p>Part VI (55) - Storage Duration and Restrictions: Cemetery staff may, at any time, direct the removal and interment in a single grave of any body stored in the vault if required by the condition of the body.</p>	<p>Cemetery staff may, at any time, direct the removal and interment in a single grave of any body stored in the vault if required by the condition of the body. A reasonable effort will be made to contact the Interment Rights Holder and/or the funeral home prior to the interment taking place;</p>	<p>Addition of Language encoding current practice of making all reasonable efforts to contact an Interment Rights Holder</p>
<p>Monument Safety and Upkeep - Add Statement: <i>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.</i></p>	<p>Added as Clause 91:  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.</p>	<p>Standardized Wording</p>
<p>Revised Muslim Section: Northwest Section, Ranges 38 and 39 Lots 3-32</p>	<p>Northwest Section Ranges 36, 37,38 and 39 Lots 3-32.</p>	<p>Review of the Section arrangements with the Owen Sound Muslim Association resulted in a request to add 58 lots to the proposed Muslim Section</p>
<p>Add Monument Specifications</p>	<p>Appendix B Monument Specifications included</p>	<p>Revised and included for review and adoption</p>