



**FBCSA**  
(Funeral Burial & Cremation Services Act)  
**Information Training**  
**Seminars**

**WELCOME**



**Introduction**

- FBCSA provides improved disclosure and consumer rights;
  - Expanded disclosure of consumer's rights and obligations of businesses on;
    - Contracts
    - Price Lists
  - FBCSA Regulations will permit the private resale of interment or scattering rights unless it is prohibited by the Cemetery By-Laws

## Introduction

- FBCSA designed to provide a more level playing field
- Modernized Regulations will;
  - Permit co-ownership and co-location of cemeteries and funeral establishments
  - Maintain and enhance important consumer protection
  - Allow free standing crematoriums
  - Reduce Regulatory burden on business

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## Introduction

### Ownership & Co-Location Of Businesses

- Legislation creates opportunities for new partnerships and business opportunities for licensed operators
  - Appropriate disclosure of partnerships required
- Current prohibitions (CEM/CREM and FE/TS) will be removed
- Ownership and co-location of FE, CEM, TSO, and CREM will be permitted
- Examples:
  - FE-1 or FE-2 may be located on CEM property
  - TS-1 or TS-2 may be located on CEM property
  - CREM may be located on or off CEM properties

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## Introduction

### Industry Governance and Reporting

- The Ministry of Consumer Services is responsible for the law (FBCSA)
- Under the FBCSA;
  - CEM & CREM will be licensed & administered by;
    - the Registrar,
    - Cemeteries Regulations Unit
    - Ministry of Consumer Services
  - FE-1, FE-2 & TS-1 & TS-2 will be licensed & administered by;
    - the Registrar, Board of Funeral Services

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## Introduction

- Today's seminar is designed to inform you of the key highlights of the impending FBCSA and corresponding Regulations.
- All licensed operators are expected to be in compliance at proclamation time
- Each licensed Funeral Establishment, Transfer Service, Cemetery, or Crematorium Operator, and individuals holding personal licenses, are encouraged to download and review the FBCSA and Regulations in detail to determine how the legislation will impact on your operation or personal situation.

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## Introduction

- Abbreviations will be used throughout the presentation as follows;

Abbreviation	
FBCSA	Funeral, Burial and Cremation Services Act, 2002
[Reg]	Ontario Regulation 30/11
CEM	Cemetery
FE	Funeral Establishment
TSO	Transfer Service Operator
TS	Transfer Service
CREM	Crematorium
C&MF	Care & Maintenance Fund
FDEA	Funeral Directors and Establishments Act
CA	Cemeteries Act
BOFS	Board of Funeral Services
CRU	Cemeteries Regulation Unit

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General – Division C  
Licensing

[Act] or [Reg]

- The presentation will be divided into Regulatory Divisions;
- Division reference will be contained on the top left of the slide
- The text box will contain plain language content / explanations
- Where applicable, specific references to the ACT or REGULATIONS will be contained at the top centre of the slide within the banner

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## Introduction

The FBCSA does not come into effect until

**July 1, 2012**

Until that time the current

Funeral Directors and Establishments Act  
~ and ~  
Cemeteries Act (Revised)

remain in full force and effect

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## Introduction

- Information being presented has been compiled for OACFP members and non-members alike
- Designed to identify FBCSA highlights and key changes
- Intended to assist licensed business operators and personal licensees in preparing for, and implementing the new legislation
- Information presented represents the opinion of the OACFP legislation committee but does not represent a legal opinion
  - When preparing for the new legislation operators licensed under the FBCSA are encouraged to seek independent legal advice where necessary or make enquiries directly with the appropriate Registrar
  - Personal licensees under the FBCSA are encouraged to seek the advice of their licensed business Operator

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**Part I  
General - Division A  
Definitions**

**General – Division  
Definitions**

**Definition Changes**



Current FDEA / Cemeteries Act	Brief FBCSA Definition
<b>Regulations – Part I – Operation of Business</b>	
Beneficiary (under FDEA)	Now referred to as Recipient
Commercial Cemetery	A cemetery operated for the purpose of making a profit for the owner
Container	Now captured by Casket definition
Funeral Preplanner	A person who, on the day immediately before section 9 of the Act comes into force, is employed in the sale of funeral supplies or services on behalf of a funeral establishment licence under the <i>Funeral Directors and Establishments Act</i> , other than a funeral director licence under that Act, is deemed to be registered as a funeral preplanner intern for that funeral establishment. A deemed registration mentioned above expires on the day that is 12 months after the day section 14 of the Act comes into force. (see Reg. 218)

**General – Division  
Definitions**

**Definition Changes**



Current FDEA / Cemeteries Act	Brief FBCSA Definition
<b>Regulations – Part I – Operation of Business</b>	
Funeral Services	Now includes services where cremated remains are present for a service held in close proximity to the death
Human Remains	Now captures both the body and cremated remains
Personal Representative	An individual(s) as defined in the Succession Reform Act
Sales Representative	An individual other than a funeral preplanner who is licensed to sell on behalf of a CEM, CREM, or TS Operator



**General – Division B  
Additional Prohibited Activities**

Scattering Of Cremated Remains

- No person other than an Operator, Funeral Director, Funeral Director trainee, Sales Representative, or Funeral Preplanner acting on behalf of an Operator shall sell or offer to sell the service of scattering cremated human remains for consideration (directly or indirectly).
- Regulation 28 refers to the Operator's requirements for record keeping and storage of cremated remains before they are scattered

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Scattering Of Cremated Remains

- Cremated remains may be scattered within a cemetery, on private land, on unoccupied Provincial land or over Provincial bodies of water
  - Cremated remains scattered within a licensed cemetery requires the purchase of an interment right or a scattering right, the completion of the appropriate cemetery contracts and the payment of the requisite fee.
  - Scattering of cremated remains on private land requires the written permission of the land owner.
  - Please refer to the Ministry of Consumer Services website for more information on the scattering of cremated remains on unoccupied Provincial land or over Provincial bodies of water

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### Scattering Of Cremated Remains

- The scattering of cremated remains within a cemetery requires the consumer to purchase scattering rights.
  - The scattering rights must be sold by a Cemetery Sales Representative
- a licensed Operator may charge an appropriate fee (listed on their price list) for the scattering service if the scattering is to take place within a licensed cemetery.
  - The sale of the scattering fee must be done by someone licensed to sell on behalf of the Operator
- A Funeral Director, Sales Representative, or Funeral Preplanner acting on behalf of a licensed Operator may assist families but **CANNOT** charge a service fee if the scattering of the cremated remains takes place on private land or over a provincial body of water.

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### Scattering Of Cremated Remains

- The term “scattering” refers to the spreading of the cremated remains over the surface of land or water.
- The term “core scattering” which is currently used by many CEM wherein they dig a hole in an interment right and pour the cremated remains out of the urn or container into the ground then fill in the hole, is considered a cremated remains interment or burial under the FBCSA.
- The use of the term “core scattering” should be discontinued

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Scattering Of Cremated Remains

- An Operator who scatters cremated remains for consideration shall;
  - Store cremated remains in a respectful and dignified manner free from exposure to the elements
  - Ensure cremated remains are not co-mingled unless it is a specific term of the contract and are authorized to do so
  - Maintain a cremated remains record setting out;
    - Name of the deceased
    - Date the Operator received the cremated remains
    - Name and address of the person authorizing the scattering of the cremated remains
    - Date, manner, and location of the scattering

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Scattering Of Cremated Remains

- An Operator who scatters cremated remains for consideration shall;
  - disclose the cremated remains records free of charge if requested by the purchaser, personal representative, or family member of the deceased
  - ensure that the cremated remains are scattered in an area where no prohibition applies
  - comply with all rights and obligations of the scattering rights holder if the cremated remains are scattered in a CEM

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Scattering Of Cremated Remains

- An Operator who scatters cremated remains for consideration shall maintain a record including;
  - The location where the Operator is storing the cremated remains if doing it directly
  - The name and address of the storage facility if different from the Operator, OR
  - The name and address of each person storing cremated remains on behalf of the Operator
- An Operator who stores cremated remains on behalf of another person shall enter into an agreement to provide such services, fulfill the Operators' obligations under the ACT and make the storage facility available to the Registrar for inspection

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Multiple Licences

- Operators wishing to sell licensed supplies and services on behalf of another licensed Operator may enter into a written business relationship with the other Operator and become licensed on behalf of the other Operator.
- Operators becoming "cross-licensed" under FBCSA must adhere to and comply with all consumer disclosure requirements under the FBCSA

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### Multiple Licences

- **Example 1 – FE-1 wishes to sell CREM services**
  - FE-1 would enter into a written agreement with a licensed CREM Operator to sell CREM services on their behalf.
  - FE-1 obtains consent of the Registrar to become licensed as a CREM Sales Representative
  - Before selling CREM services to the consumer the FE-1 must;
    1. Review cremation and related services as governed by the CREM By-Laws,
    2. Offer the purchaser a copy of the CREM by-laws,
    3. Provide a copy of the CREM price list,
    4. Provide a copy of the Consumer Information Guide,
    7. Review consumer's cancellation rights and refund entitlements,
    8. Review consumer's funding, financing, and payment options (if any),
    9. Review cancellation penalties,

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### Multiple Licences

- **Example 1 – FE-1 wishes to sell CREM services**
  - Before selling CREM services to the consumer the FE-1 must;
    10. Complete the appropriate Cremation Application Form with the applicant for cremation
    11. Collect the appropriate CREM fees and treat it as a disbursement
  - Pre-Paid CREM service fees must be delivered to the CREM Operator for trusting. If the CREM Operator does not accept Pre-Paid Fees, the Sales Representative cannot collect the fees from the consumer.

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### Multiple Licences

- **Example 2 – FE-1 wishes to sell Interment Or Scattering Rights And Services On Behalf Of A CEM**
  - FE-1 would enter into a written agreement with a licensed CEM Operator to sell CEM services on their behalf.
  - FE-1 obtains consent of the Registrar to become licensed as a CEM Sales Representative
  - Before selling CEM services to the consumer the FE-1 must;
    1. Review marker and other restrictions for the interment or scattering rights as governed by the CEM By-Laws,
    2. Offer the purchaser a copy of the CEM By-Laws,
    3. Review the price of the interment or scattering rights and licensed CEM supplies and services,
    4. Provide a copy of the CEM price list,
    5. Provide a copy of the Consumer Information Guide,

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### Multiple Licences

- **Example 2 – FE-1 wishes to sell Interment Or Scattering Rights And Services On Behalf Of A CEM**
  - Before selling CEM services to the consumer the FE-1 must;
    7. Review consumer's cancellation rights and refund entitlements,
    8. Review consumer's funding, financing, and payment options,
    9. Review cancellation penalties,
    10. Complete the appropriate CEM contracts and paperwork
    11. Collect the appropriate CEM fees and treat it as a disbursement
  - Pre-Paid CEM service fees must be delivered to the CEM Operator for trusting. If the CEM Operator does not accept Pre-Paid Fees, the Sales Representative cannot collect the fees from the consumer.

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## General – Division C Licensing

General – Division C  
Licensing

[Reg] 18



### Classes Of Licence

- Six classes of Operator licenses
  1. Cemetery Operator
  2. Crematorium Operator
  3. Funeral Establishment Operator – Class 1
  4. Funeral Establishment Operator – Class 2
  5. Transfer Service Operator – Class 1
  6. Transfer Service Operator – Class 2

Classes Of Operator Licence

- **CEM Operator license**
  - (unchanged from current)
  - Transitional Rules
    - CEM Operators licensed under CA will automatically become the CEM licensee licensed under FBCSA
    - CEM Operators will be subject to the duties and obligations of an operator under the FBCSA until an Operators license is issued

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Classes Of Operator Licence

- **CREM Operator Licence**
  - CREM Operators will have a separate license under the FBCSA
  - Transitional Rules
    - CREM Operators licensed under CA will automatically be licensed under FBCSA.
    - CREM no longer required to be located on CEM property.
    - Applications can be made to the Registrar to obtain a CREM operating license, on or off CEM property.
    - CREM applicants must provide proof of municipal approval (a building permit can be proof)
    - Environmental approvals may also be required (eg. MOEE or TSSA approval).

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## General – Division E Price Lists and Pricing

General – Division E  
Price Lists and Pricing

[Reg] 54 - 75



### Form

- Price list shall be printed in plain language and printed in 10 point font or larger.
- The price list shall include every licensed supply and service that the Operator "GENERALLY" provides including items that are available for rent
- For each licensed supply and service the price list shall include:
  - An adequate description of the supply or service
  - The price of the supply or service
  - Statement that price includes or excludes applicable taxes
  - Whether it is a fixed or per unit charge
  - Whether there are minimum prices for a supply or service
- Shall always be up-to-date and have an effective date



Form

- When entering into a contract with consumers every licensed FBCSA Operator must provide a price list.
- If a consumer is permitted to enter into a contract on a website, the complete price list must be readily viewed on the website or have the ability to be downloaded from the website

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Identification Of Operator

- The price list shall include;
  - The Operator's name
  - The Operator's business name if different from the Operator's name
  - The address and phone number of the business location to which the price list relates
  - The position, business address and phone number of the person in charge of the day to day operations

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Packages

- If an Operator offers “packages” for sale the price list must include;
  - The details of any packages of licensed supplies and services (even if the package is not offered at a discount)
  - The price of the package
  - The price at which each supply and service would be sold if sold separately and not part of a package

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Cemetery Supplies And Services Price List

- The CEM Operator must include on the price list interment rights prices for;
  - One adult grave
  - One child grave
  - One grave in a veterans section
  - One cremation grave
  - Any other in-ground burial interment rights
  - All types of columbarium niches
  - All types of mausoleum crypts
  - Scattering rights
- If a CEM Operator sells more than 3 different interment rights of any type of right it is acceptable to show the pricing range from lowest to highest
- The price shall include the C&M contribution

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Cemetery Supplies And Services Price List

- The CEM Operator must include on the price list prices for;
  - Opening and closing of graves, crypts, and niches
  - Scattering or cremated remains
  - Vault installation
  - Winter opening and closing rates
  - Surcharges for late, weekend or holiday openings and closings
  - Disinterment rates
  - Staff services associated with the scattering or cremated remains

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Cemetery Supplies And Services Price List

- The CEM Operator must include on the price list prices for;
  - Winter storage rates
  - Costs associated with the transferring of interment or scattering rights
  - Use of lowering or elevating devices,
  - Any other licensed supplies and services related to burials, interments, entombments, or scattering and cemetery services

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Cemetery Supplies And Services Price List

- The CEM Operator must include on the price list;
  - The form of marker or memorialization permitted on each interment right
  - How many interments (caskets and/or cremated remains) can be accommodated in each interment right
  - Whether an interment right can accommodate multiple depth burials

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Crematorium Supplies And Services Price List

- The CREM Operator must include on the price list;
  - The price of cremation
  - Staff services that are necessarily incidental to a cremation
  - The cost to remove pacemakers or radioactive implants
  - Any other licensed supplies and services related to cremation services

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Markers Supplies And Services Price List

- The Operator must include the following monuments and markers and installation prices on the price list;
  - A sample of upright and flat markers available including a range of sizes, materials and prices
  - Price to construct a foundation
  - Price to install an upright monument
  - Price to set a flat marker
  - Price to inspect a marker or foundation installation
  - Price to mark the location where a marker is to be installed
  - Any other licensed supplies and services related to markers and their installation

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Funding, Payment And Financing Options

- The Operator must include on the price list;
  - The funding, payment, and financing options provided
  - A statement that additional information is available on request

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Affiliated Locations

- The Operator must include on the price list;
  - The names and addresses of all other licensed businesses located within 100 kilometres to which the price list relates that are owned or operated by the Operator
  - If any person exercises direct or indirect control of the Operator, the names and addresses of all other licensed businesses located within 100 kilometres over which the same person exercises direct or indirect control. (Does not apply to municipal or religious organizations)

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Availability Of Price List

- Every Operator shall ensure that;
  - Copies of the price list are available without charge
  - At every office or building that the Operator maintains where a person may enter into a contract
  - Displayed in a place that is near the main entrance and clearly visible to a person visiting the premises
- **OR**
  - A notice is displayed in a place that is near the main entrance and clearly visible to a person visiting the premises stating that a price list is available upon request without charge

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CEM Operator At Cost Supplies and Services

- CEM Operators are required to provide at cost services for;
  - Marking the location for the installation of a marker or foundation
  - Inspecting the installation of a marker or foundation
  - Providing supplies and services related to the construction of a foundation
  - Providing supplies and services related to the installation of a marker

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Price Filing

- Price filing is no longer required for All Operators under the FBSA;
  - Operators must “maintain” a price list for licensed Supplies and Services in accordance with the Regulations and “make it available to the public”.
  - Operators must retain a copy of all price lists for a period of 6 years once the price list is no longer in effect.
  - Operators must provide a copy of the price list to the Registrar upon request.

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## General – Division G Care And Maintenance Funds and Accounts

General – Division G  
Care & Maintenance  
Funds And Accounts

[Reg] 83 - 86



### Establishment Of A Care And Maintenance Fund

- \$100K deposit to a C&MF is still required under FBCSA prior to establishing a cemetery
- C&M Accounts < \$100K to be filed with the Registrar annually
- C&M Funds > \$100K and < \$500K to be filed annually but do not require an audited financial statement
- C&M Funds > \$500K require the annual filing of an audited financial statement



### Establishment Of A Care And Maintenance Fund

- Trustee agreement must be reviewed and approved by the Registrar
- Trustee must take responsibility for all investments
- C&M Account or Fund capital cannot be released without the Registrar's consent
- CEM Operator cannot be compensated for placing funds with Trustee
- Municipalities may act as Trustee for which they are the Owner or if a CEM Operator within the municipality so requests and the municipality is in agreement.

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### Establishment Of A Care And Maintenance Account

- FBCSA provides opportunity for existing CEM with C&MF < \$100K to be held in a Care & Maintenance "Account" IF;
  - CEM is non-commercial,
  - Has obtained the Registrar's consent in advance
  - Municipality has declined to hold the funds on behalf of the cemetery.
- Registrar is developing a template "memorandum of understanding" where the municipality has agreed to hold the funds for a cemetery

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**Care & Maintenance Contributions For Interment Or Scattering Rights**

Rights Type	C&M Contribution Amount
Adult grave or larger (≥ 2.23 m <sup>2</sup> or 24 ft <sup>2</sup> )	Greater of <u>\$250</u> minimum or 40% of interment rights price
Child of Infant grave (< 2.23 m <sup>2</sup> or 24 ft <sup>2</sup> )	Greater of <u>\$150</u> minimum or 40% of interment rights price
Mausoleum Crypt	Greater of <u>\$500</u> minimum or 20% of interment rights price
Columbarium niche	Greater of <u>\$100</u> minimum or 15% of interment rights price
Scattering Ground With One Owner	Greater of <u>\$100</u> minimum or 40% of interment rights price
Scattering Ground With More Than 1 Owner	Greater of <u>\$25</u> minimum or 15% of interment rights price
Scattering Ground With No Rights Holder	<u>\$25</u> minimum contribution

**Care & Maintenance Contributions For Marker Installations**

Rights Type	C&M Contribution Amount
Flat Markers (< 1,116.13 Cm <sup>2</sup> or 173 in <sup>2</sup> )	\$0
Flat Markers (> 1,116.13 Cm <sup>2</sup> or 173 in <sup>2</sup> )	\$50
Upright Markers (< 1.22 M or 4 Ft in height x 1.22 M or 4 Ft in length, including the base)	\$100
Upright Markers (>1.22 M or 4 Ft in height x 1.22 M or 4 Ft in length, including the base)	\$200

Note: There is no contribution requirement is the CEM Operator is replacing a marker due to damage that cannot be repaired.

Transfer Of Care & Maintenance Monies

- Monies received from the sale of interment or scattering rights and the installation of markers must be transferred to the C&M Fund or Account within 60 days of receiving the funds.

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Payment Out For Purchase Of Adjoining Land

- A CEM Operator can apply to the Registrar to gain access to the C&M capital if the Operator wishes to use the capital to purchase adjoining land.
- The CEM Operator must meet the following criteria;
  - Provide proof that the CEM Operator does not have enough money to purchase the adjoining land
  - Provide proof that payment from the C&M capital will be sufficient for the CEM Operator to purchase the adjoining lands
  - Provide proof that the CEM Operator will continue to provide adequate care and maintenance for the enlarged cemetery
  - Provide proof that the enlargement of the cemetery will promote the economic viability and strength of the fund and the CEM Operator

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## General – Division H Record Keeping

General – Division H  
Record Keeping

[Reg] 99



### Required Records, All Operators

- An Operator shall retain the following records;
  - All money received or disbursed (include account details)
  - Records of Pre-Paid money deposited or withdrawn (include unique identification number or contract code)
  - Records of C&M money deposited or withdrawn
  - All Pre-Paid or C&M Fund Trustee agreements entered into by the Operator
  - Copies of all statements, receipts, contracts (including voided contracts), invoices, and similar documents issued by Operator
  - Financial records verifying individual transactions for each account or fund including; statements from depositories and third party trustees, deposit records, pass books and cancelled cheques.

Record Of Cremated Remains

- An Operator who has possession of cremated human remains other than for the purposes of interring or scattering shall keep a record containing the following information;
  - If the remains are claimed, the name and address of the person claiming the remains and the date they were claimed
  - If unclaimed remains are interred in a common lot in a cemetery, the date and place of the interment
- If the purchaser, personal representative or family member of a deceased person requests disclosure of the record prepared the Operator shall disclose the record without charge.

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Record Of Cremated Remains

- An Operator is permitted to charge a refundable deposit (holding fee) for the cremated remains storage service
- The price of the refundable deposit must be included on the Operator's price list
- If the cremated remains are claimed within 1 year the refundable deposit must be returned to the purchaser in its entirety
- If the cremated remains are not claimed within 1 year the Operator can choose to continue to hold the cremated remains at no additional charge, or arrange to inter the cremated remains in a cemetery
- The Operator must pay the cemetery the appropriate fee for the interment of the cremated remains
- The refundable deposit may be used to offset the cost of interment

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Retention Of Records

- An Operator shall retain;
  - A CONTRACT for a period of six years from the date the contract was fully performed or cancelled.
  - A PRICE LIST for a period of six years from the date the price list was last in effect.
  - A CREMATED REMAINS STORAGE RECORD for a period of six years from the date the cremated remains were claimed or interred.
  - PUBLIC REGISTERS must be retained by CEM and CREM Operators as long as the CEM or CREM is in business
  - CORONER'S CERTIFICATES must be retained by CREM Operator for a period of six years
  - ALL OTHER RECORDS required by FBCSA must be retained for a period of six years

### Cemetery Registers

- CEM Operators must maintain a public register and make it available for public inspection without charge.
- The public register must include;
  - Name and address of each interment or scattering rights holder and the location of the lot
  - Name and address of the original rights holder, any date of transfer, and who the rights were transferred to
  - The name of each person interred or scattered, the location within the cemetery, and the date of interment or scattering
  - Particulars regarding disinterments including; name of the person disinterred, date of disinterment, who authorized the disinterment, where the remains were re-interred or scattered, or the person who took possession of the remains
- The public register is to be updated within 5 days of the interment taking place or the Operator is made aware of an omission in the register.

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### Crematorium Registers

- CREM Operators must maintain a public register and make it available for public inspection without charge.
- The public register must include;
  - Name of the person cremated
  - Date of cremation
  - Information on the metal identification tag containing the personal identifier for the body and the name of the crematorium operator [186(4)]
- The public register is to be updated within 5 days of the cremation taking place or the Operator is made aware of an omission in the register.

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Public Information Available From The Registrar

- Public information is also available from the Registrar, Cemetery Regulations Unit, Ministry of Consumer Services
  - For details as to the form and type of public information that is available please refer to Regulation 111.



Disclosure By Operator Before Contract Made

- All Operators shall ensure that, before a contract for the sale of licensed supplies and services is entered into, a prospective purchaser has received;
  1. A copy of the Consumer Information Guide
  2. A copy of the Operator's price list
  3. An explanation of cancellation rights and refund entitlements
  4. An offer to provide an explanation of the funding, financing, and payment options available
    - An explanation of any penalties and fees
    - How a purchaser's choice of funding, financing, or payment options may affect rights and refunds upon cancellation

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Disclosure By Operator Before Contract Made

- All Operators shall ensure that, before a contract for the sale of licensed supplies and services is entered into, a prospective purchaser has received;
  5. Provide a copy of the cemetery or crematorium by-laws (when applicable)
  6. A statement that the cemetery is governed by by-laws and is available for review
  7. An explanation of the purchaser's rights, entitlements, and restrictions with respect to markers, lot decorations, and private structures
  8. Information as to the options for resale or transfer of the interment or scattering rights

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Disclosure By Operator Before Contract Made

- All Operators shall ensure that, before a contract for the sale of licensed supplies and services is entered into, a prospective purchaser has received;
  9. Information on any restrictions in the cemetery by-laws for the purchaser to purchase supplies or services directly from the CEM Operator
  10. Any benefits that may be received by the Operator if a purchaser choose a particular funding, financing, or payment option
  11. Any benefits that may be received by the Operator or another person by reason of recommendation with respect to particular supplies or services contracted from a 3<sup>rd</sup> party (eg. Commissions or benefits from financial institutions and affiliated businesses)

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Disclosure By Operator Before Contract Made

12. If an Operator maintains a website and enters into an electronic form of contract for licensed supplies and services the Operator shall provide the aforementioned information in printable form on the website
- Operators are advised to obtain a signed acknowledgement from the purchaser on the contract confirming receipt of above items

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Disbursements & Resale Of licence Supplies & Services

- Operators and licensees can only sell products and services for which they are licensed under the FBCSA.
- Example;
  - FE-1 can accept and/or entrust At-Need or Pre-Paid monies for licensed funeral supplies and services, but cannot accept monies for licensed CEM or CREM supplies and services
  - CREM can accept and/or entrust At-Need or Pre-Paid monies for licensed CREM supplies and services, but cannot accept monies for licensed CEM, FE-1 or TSO supplies and services

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Disbursements & Resale Of licence Supplies & Services

- Exception;
  - licensed Operators and licensees may act as a “purchaser’s agent” for other licensed Operators if it is an At-Need situation and the monies will be transferred directly to the other licensed Operator at the time of delivery of the human remains.
- Example;
  - A licensed FE-1 can accept monies in an At-Need situation on behalf of a licensed CEM or CREM operator provided the monies are treated as a disbursement and transferred directly to the CEM or CREM operator at the time of delivery of the human remains.

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Private Resale Or Transfer Of Interment Rights Permitted

If CEM By-Law PERMITS the private resale or transfer of interment or scattering rights;

- CEM is NOT required to re-purchase unused interment or scattering rights
- The rights holder can resell the interment or scattering rights privately by fulfilling the Regulatory requirements
- The private resale amount cannot exceed the current value of the interment or scattering right as listed in the CEM price list
- The private resale or transfer is not recognized by the CEM Operator until the endorsed certificate has been provided to the CEM and the transaction recorded on the books of the CEM

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Private Resale Or Transfer Of Interment Rights Permitted

If CEM By-Law PERMITS the resale or transfer of interment or scattering rights;

- CEM may charge an administration fee to record the resale or transfer on the CEM records
  - The amount charged must be included on the CEM price list
- CEM may make an offer to the interment or scattering rights holder for the interment or scattering rights but is not obligated to re-purchase.

72

Private Resale Of Interment Rights Prohibited

If CEM By-Law PROHIBITS the private resale of interment rights;

- CEM is REQUIRED to re-purchase unused interment rights within 30 days at current market value (less the C&M amount contributed at the time of purchase).
  - All monies refunded must come from the CEM general fund. C&M Capital is not available or refundable.
- CEM cannot charge an administration or transfer fee under these circumstances.

73

Disclosure On Resale Of Rights

- An interment or scattering rights holder who sells or transfers the rights shall provide the following information to the third party who is purchasing or receiving the rights;
  - The interment or scattering rights certificate endorsed by the rights holder selling the rights AND by the CEM Operator
  - A copy of the current CEM By-Laws
  - For interment rights, a written statement as to the number of lots used in the plot and the number that remain available
  - For scattering rights, a written statement as to the number of scatterings that have occurred and the number of scatterings that remain available
  - Any other documentation the rights holder may possess in relation to the interment or scattering rights

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### Issuance Of A Duplicate Certificate

- If the interment or scattering rights holder cannot locate the original Interment or Scattering Rights Certificate they may request the CEM Operator to issue a “duplicate” certificate
- The duplicate certificate issued by the CEM Operator should clearly state that it is a duplicate, the date of issuance, and that the duplicate certificate replaces the original certificate
- A CEM Operator may charge an administration fee for issuing a duplicate certificate
  - The duplicate certificate fee must be listed on the CEM price list

75

### Endorsement On A Certificate

- An endorsement on the original or duplicate certificate to any third party shall include;
  - A statement signed by the rights holder acknowledging the sale to the third party purchaser
  - The signature of the CEM Operator confirming the person selling the rights is shown as the rights holder on the cemetery records
  - The date of sale on which the rights were resold
  - The name and address of the third party purchaser
  - A statement of money owing to the CEM Operator (if applicable)

76

Issuance Of A New Certificate

- Before a third party purchaser exercises their rights to the resold or transferred interment or scattering right the third party purchaser shall provide the following to the CEM Operator;
  - The endorsed certificate
  - All other information that the CEM Operator specifies in order to issue a new Certificate

77

Proof Of Licence

- Every Operator shall display the Operator's license or a copy of the Licence;
  - Clearly visible to a person attending the premises
  - Near the main entrance to any office or building in which the public may enter into a contract for the purchase of licensed supplies and services
- If an Operator enters into contracts with purchasers using a website the license number and a description of the type of license must be included in a conspicuous place on the website.

78

Disclosure Of Cemetery Or Crematorium By-Laws

- Every Operator or licensed individual acting on behalf of an Operator who is licensed to sell CEM interment rights, or CEM supplies or services, or CREM services shall provide a copy (at no charge) of the Cemetery By-Laws or Crematorium By-Laws (as required) to every person who requests it.
  - If a prospective purchaser requests more than 1 copy of the respective by-laws the Operator shall provide additional copies subject to a fee to recuperate the cost of providing the additional copies.



General Contract Requirements

- Contracts must be legibly printed in 10 point font or larger and must include the following;
  1. Unique sequential identifier number or code
  2. Date of contract
  3. Name, address and phone # of each party to the contract
  4. Operator's business name if different from the Operator's license number
  5. Name and address of each recipient for whom the licensed supplies and services are to be provided if different from the purchaser
  6. Date of birth and age of the recipient(s) (if known)
  7. Name of the individual who negotiated the contract and their license number (if they are licensed)

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General Contract Requirements

- Contracts must be legibly printed in 10 point font or larger and must include the following;
  8. A complete description of the licensed supplies and services being purchased and their price
  9. A description as to when or under what circumstances the licensed supplies and services will be provided
  10. If applicable, the address or location of where the supplies and services will be provided
  11. A statement disclosing any third party benefits or consideration
  12. The name of every person who may receive third party benefits or consideration
  13. The total price payable including taxes, and any additional payments the purchase is required to reimburse the operator

82

General Contract Requirements

- Contracts must be legibly printed in 10 point font or larger and must include the following;
  14. Any discounts provided to the Operator
  15. A statement of the rate of interest or method of calculating interest
  16. A statement outlining amounts that may be charged by the Operator for late or deficient payments
  17. A description of the rights and duties of the purchaser and Operator relating to the cancellation of a contract for non-payment
  18. The terms of any warranties applicable to the purchased supplies and services

83

General Contract Requirements

- Contracts must be legibly printed in 10 point font or larger and must include the following;
  19. If the contracted supplies and services are not available at the time the contract is to be fulfilled the Operator may substitute for an alternate provided they;
    - Inform the purchaser of the proposed substitution
    - Inform the purchaser of their cancellation rights
    - Do not increase the purchase price if the contract is not cancelled
  20. The name of any person other than the purchaser who may cancel the contract and the circumstances under which the contract may be cancelled

84

General Contract Requirements

- Contracts must be legibly printed in 10 point font or larger and must include the following;
  21. The name of every person other than the purchaser who is entitled to a refund or payment under the contract that would otherwise be payable to the purchaser and the circumstances under which the refund will be made
  22. The manner in which the refund is to be determined and the reason and amount of any deduction that the Operator may be entitled to make in calculating the refund
  23. All cancellation, refund and return policies of the Operator that are additional to the rights of purchase

85

General Contract Requirements

- If agreed that certain supplies and services are to be provided by another supplier the contract shall include;
  1. A description of the supplies and services to be provided by a third party
  2. An acknowledgement that the Operator is only acting as an agent for the purchaser in obtaining the supplies and services
  3. A price estimate for the supplies and services
  4. Purchaser's acknowledgement that they are responsible to pay the third party supplier directly for the supplies or services at the price in effect when they are provided
  5. An undertaking that the purchaser saves the Operator harmless for any claims by the third party supplier

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General Contract Requirements

- If any licensed supplies or services are USED it must be disclosed on the contract
  
- If offering a “Package” the contract shall set out;
  1. The package price
  2. The price for each of the supplies and services if they were sold separately
  3. The total price for the supplies and services if purchased separately
  4. The amount saved by purchasing the supplies and services as a package

87

General Contract Requirements

- If any licensed supplies are to be placed in storage the contract must include;
  1. The purchaser’s agreement to the Operator storing or arranging for storage
  2. The purchaser’s agreement to treat the supply as being provided at the time it was placed in storage
  3. A statement on how the purchaser’s agreement to place the supply in storage effects the purchaser’s cancellation and refund entitlements.

88

Specific Contract Exemptions

- A contract that meets this following requirements is exempt;
  - The sale of the supplies and services does not require a license under the FBCSA (not a licensed supply or service)
  - Supplies that are purchased separately from licensed supplies and services
  - The total purchase price does not exceed \$250 (receipt only)
  - The purchaser is taking immediate delivery of the supply or service
  - The supply will not be stored by the Operator
- No Operator shall enter into separate contracts in order to keep the value of any contract at less than \$250.

89

Contract Requirements For Pre-Paid Trust Money

- Money is to be held in trust if payment precedes the provision of the licensed supplies or services. The contract shall include;
  - Details concerning the holding, investment, and payment out of the money
  - Disclosure as to whether the Operator or another person will receive consideration or benefit
  - The name of any person who will receive consideration or benefit

90

Pooled Pre-Paid Trust Statement Requirements

- If the money is held in an pooled trust the contract must include the purchaser's right to request a statement once each 12-month period. The statement shall include;
  - The current value of the investment
  - The name of Trustee

Pre-Paid Trust Statement Requirements

- The contract shall include how the Operator will determine the prices for the licensed supplies and services when they are provided.
- The purchaser's right to receive any monies remaining in the Pre-Paid investment once all licensed products and services have been provided.

Contract Requirements

- Operators cannot enforce a contract for licensed supplies and services unless;
  1. The contract is written and signed by both parties
  2. The contract includes the purchaser's cancellation rights
  3. The contract lists all supplies and services being purchased and the price for each supply or service
  4. A signed copy of the contract is delivered to the purchaser
  5. If the contract is for the purchase of interment or scattering rights the Operator must also deliver to the purchaser;
    - A copy of the CEM By-Laws
    - Written notice as to whether the CEM By-Laws permits the interment rights holder to resell the interment rights to a third party
    - A description of the location of the lot or scattering right

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Contract Requirements

- Operators cannot enforce a contract for licensed supplies and services unless;
  6. If the contract is for the purchase of crematorium supplies and services the Operator must deliver to the purchaser;
    - A copy of the Crematorium By-Laws

94

Contracts For Cremation Or Related Services

- Contracts for Cremation or Related Services shall include a statement that the dead human body cannot be cremated if;
  - there is a pacemaker or radioactive implant in the body
  - If the body is in a casket or container made of or containing non-flammable or hazardous material or chlorinated or fibre-reinforced plastic
  - Cremation will not take place unless a coroner's certificate has been provided to the Operator

95

Contracts For Cremation Or Related Services

- If the contract requires the Operator to come into possession of the cremated remains the contract shall include;
  - At the Operator's request, the payment of a refundable deposit
  - A statement that if the cremated remains are not claimed within 1 year of the date of cremation the Operator may inter the cremated remains in a cemetery (including a common lot) for which the CEM Operator is the rights holder, and that the Operator may retain the amount of the deposit
  - A statement that the deposit shall be returned promptly if the cremated remains are claimed prior to the 1 year anniversary date.

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Contracts For Cremation Or Related Services

- An approved Application For Cremation can serve as a contract for cremation if the aforementioned statements are included.

97

Contracts For Interment Or Scattering Rights

- A contract that includes the provision of interment or scattering rights shall include;
  1. Name and address of the interment rights holder
  2. A description of the interment or scattering rights
  3. The price of the interment or scattering rights
  4. The location and dimension of each lot or scattering ground
  5. The number and type of interments or scatterings permitted in each lot or scattering ground
  6. For private mausoleum or columbarium, the number of crypt or niche compartments
  7. Any limitations or restrictions related to the interment or scattering rights

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Contracts For Interment Or Scattering Rights

- A contract that includes the provision of interment or scattering rights shall include;
  8. If the Rights Certificate is not to be provided at the time of purchase, information relating to when the certificate will be provided
  9. A statement that any payment under the contract shall be applied first to the interment or scattering right before being applied to any other licensed supply or service
  10. The C&M contribution amount for the lot or scattering ground
  11. Restrictions contained within the CEM By-Laws with respect to markers, lot decorations and private structures.

Contracts For Interment Or Scattering Rights

- A contract that includes the provision of interment or scattering rights shall include;
  12. Information pertaining to the rights holders options to resell or transfer the interment or scattering right including
    - Prohibition for private sale under the CEM By-Laws
    - Obligations under the FBCSA or CEM By-Laws regarding the resale or transfer of interment or scattering rights
  13. Any requirements within the CEM By-Laws as to restrictions or requirements to purchase supplies or services from the Operator

Delivery Of Contracts

- Operators are required to deliver a signed contract to the purchaser at the time of signing if it includes the provision of licensed supplies and services.
  - Delivery can be in the form of;
    - Personal delivery to the purchaser
    - Sending it to the purchaser by registered mail
    - Sending it to the purchaser by another manner if the Operator can prove it has been received by the purchaser
- It should be noted that the 30-day cooling off period does not begin until the contract has been delivered to the consumer

101

Contracts Not Enforceable

- Contracts are not enforceable unless the contract was signed by the licensed individual who negotiated the contract on behalf of the Operator
- A contract must be in text-based communication format if an Operator enters into the contract over the internet

102

On Default Contracts

- Operators cannot take action to repossess a licensed supply or and interment or scattering right if at least two-thirds of the purchaser price has been paid to the Operator.
  - A Superior Court judge's order is required before action to repossess may take place under these circumstances

Consumer 30-Day Cooling Off Period

- 30-Day Consumer Cooling Off Period has been introduced in FBCSA
  - Purchaser may cancel a contract in full or in part for a full refund at any time within 30 days of entering into the agreement
  - Following the 30-Day Cooling Off Period cancellation fees may apply on Pre-Paid contracts.
  - For At-Need contracts it is necessary for the Operator and licensee to obtain the purchasers consent to provide the products and services.
    - Purchaser's consent should be in writing and form a part of the contract

105

Operator's Obligations Re: Cancellation Of Unenforceable Contract

- An Operator must, within 30 days, refund all monies paid to the purchaser if a contract is unenforceable
- In addition to refunding the monies paid the Operator must also refund;
  1. Any income earned on the money, OR
  2. Any income that would have been earned on the money had it been deposited in a Pre-Paid Trust Fund mechanism

106

Delivery Within 30 Days

- A purchaser may direct an Operator to provide licensed supplies and services under the contract if;
  - They are required for the disposition of the human remains or the coordination and provision of rites and ceremonies for the human remains within the 30-day period, OR
  - The contract includes supplies and services which does not require a license to sell, are sold separately from licensed supplies and services, are less than \$250, was immediately delivered to the purchaser, and was not stored by the Operator.

107

Delivery Within 30 Days

- It is recommended that the Operator include a clause within their contract which permits the purchaser to authorize in writing the delivery of the licensed supplies and services within the 30-day period.
- Contracts involving interment or scattering rights are exempt from the 30-day period as the right is delivered at the time of purchase.

108

Cancellation After 30-Day Cooling Off Period

- A purchaser who cancels a contract after the 30-Day Cooling Off Period is entitled to;
  - All monies paid under the contract
  - Any income earned on the money, OR
  - Any income that would have been earned on the money had it been deposited in a Pre-Paid Trust Fund mechanism
- If an Operator has not retained the Administration Fee at the time of deposit, the Operator may withhold the Administration Fee at the time of cancelling the contract and issuing a refund

109

Cancellation After 30-Day Cooling Off Period

- Excluding the purchaser of interment or scattering rights, a purchaser is deemed to have cancelled a Pre-Paid contract if;
  - The Operator believes the recipient under the contract would be at least 120 years old
  - The Operator has not received a request to deliver some or all of the licensed supplies and services
  - The Operator is unable to locate the recipient or purchaser

110

Cancellation Where Cemetery Prohibits Resale

- If CEM By-Laws prohibit the private resale of interment or scattering rights a purchaser may make a request to the CEM to cancel the contract;
  - The CEM Operator must repurchase the rights within 30 days
  - The CEM Operator must refund the purchaser;
    - The current market value of the right (as contained on the CEM price list) less any amount owing under the contract on the day the notice of cancellation was requested

111

Cancellation Where Cemetery Prohibits Resale


- When calculating the amount to be refunded The CEM Operator may deduct the amount the Operator contributed to the C&M Fund or Account.

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Declaration Of Abandonment Of Interment Or Scattering Rights

- Interment or scattering rights which have been sold but not exercised (used) within 20 years of the date of sale may be declared abandoned by the CEM Operator
  - An Operator may make application to the Registrar to declare the rights abandoned
  - The Registrar shall direct the CEM Operator to make such reasonable inquiries
  - Upon being satisfied the Registrar may issue a declaration that the rights are abandoned and give notice of such declaration to the CEM Operator and any interested party
  - The Registrar's decision may be appealed to the Tribunal within 30 days

General – Division A Definitions		Definition Changes	
FBCSA Terminology	Brief FBCSA Definition		
Regulations – Part III – Cemeteries, Burial Sites and Crematoriums			
Cemetery	Includes land that; <ul style="list-style-type: none"> <li>• is known to contain human remains</li> <li>• was set aside to be used for the interment of human remains</li> <li>• was and continues to be set aside for the interment of human remains</li> <li>• was and remains readily identifiable as land containing human remains</li> </ul>		
Representative	When used in conjunction with a person whose remains are interred means a descendant of the interred person, or if there is no known surviving descendant, a representative of the religious denomination with which the interred person was affiliated as evidenced by the place of interment.		
Small Scale Columbarium	No change from CA		
Small Scale Mausoleum	No change from CA		

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**Cemeteries, Burial Sites &  
Crematoriums  
Division B – Establishing, Altering Or  
Increasing Capacity Of A Cemetery**

Cemeteries – Division B  
Establishing, Altering Or  
Increasing Capacity Of A  
Cemetery

[Act] 83 (1 & 2)



"Alter, Establish, Or Increase the Capacity" Of A Cemetery

- No person shall "establish, alter, or increase the capacity" of a CEM without
  - Municipality or Ministry of Natural Resources approval (where applicable)
  - Obtaining the Registrar's consent

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Cemeteries – Division B  
Establishing, Altering Or  
Increasing Capacity Of A  
Cemetery

[Reg] 146 (2-4)



"Alter, Establish, Or Increase the Capacity" Of A Cemetery

- A person is **NOT** required to obtain Registrar's consent if;
  - The alteration does not increase the total physical space of the CEM land and does not involve the establishment or a columbarium or mausoleum
  - Alters a columbarium or mausoleum on a CEM land that does not increase the total volume of the building
  - Establishes a small scale columbarium or mausoleum (< 15 M<sup>3</sup>)
  - Increases the volume of a small scale columbarium or mausoleum provided the alteration does not exceed 15 M<sup>3</sup>
- When consent is not required CEM Operators must file a detailed plan with the Registrar

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Procedures To “Alter, Establish, Or Increase the Capacity” Of A Cemetery

- Contact the Cemeteries Regulations Unit to obtain the appropriate forms, checklist, and direction/assistance.
- Documents required;
  1. Proof of municipal or Ministry of Natural Resources approval
  2. Copy of the Municipalities’ Published Approval Notice
  3. Two copies of the municipally approved legal description and general plan of the cemetery drawn to scale showing compass bearings (including lot number and the location and dimensions of every lot, walk fence, road, watercourse, building and adjoining road in the portion of the cemetery to be available for interments)

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Procedures To “Alter, Establish, Or Increase the Capacity” Of A Cemetery

- Documents required;
  4. The general plan of the cemetery must be prepared by an Ontario Land Surveyor or prepared from a deposited Reference Plan or Survey
  5. Two copies of the site plan agreement under the Planning Act
  6. Two copies of each form of contract to be used for;
    - the purchase of interment or scattering rights licensed supplies and services,
    - the form of Interment or Scattering Rights Certificate
    - Any other form to be used for the interment, scattering, or installation of markers

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Procedures To “Alter, Establish, Or Increase the Capacity” Of A Cemetery

- Documents required;
  7. Two copies of the proposed CEM By-Laws
  8. Two copies of the CEM price list
  9. Copy of Heritage Designation (if applicable)
  10. Letter from the Medical Officer of Health stating the area is suitable for use as a CEM
  11. Copy of the Letters Patent or Articles of Incorporation showing the objects, officers, and directors
  12. Two copies of the detailed layout plan of the part of the CEM that is to be offered for sale
  13. A completed license application

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Procedures To “Alter, Establish, Or Increase the Capacity” Of A Cemetery

- Documents required;
  14. Copies of public notice, published once a week for two consecutive weeks in the local municipality
  15. Evidence that a notice sign has been posted at the proposed cemetery entrance for at least four consecutive weeks

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Procedures To “Alter, Establish, Or Increase the Capacity”  
Of A Mausoleum or Columbarium

- Contact the Cemeteries Regulations Unit to obtain the appropriate forms, checklist, and direction/assistance.
- The following documents are required to establish a Mausoleum or Columbarium (> 15 m<sup>3</sup>);
  1. Two copies of detailed plans and specifications for the structure (including the crypt/niche numbering system)
  2. Two copies of detailed construction plans and specifications for the structure (with the engineer’s signature and date)
  3. A copy of the building permit

123

Interment Rights Survey Or Plan Filing

- There is NO change to interment rights filing under FBCSA.
- CEM Operators will continue to file interment rights surveys (2 copies) with the Registrar prior to offering them for public sale.
  - Interment rights pricing will no longer be required to be filed with the survey plans but must be included on the current CEM price list.

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**Cemeteries, Burial Sites &  
Crematoriums  
Division B – Cemetery By-Laws**

Cemeteries – Division B  
Cemetery By-Laws

**[Reg] 150**



Cemetery By-Laws

- CEM By-Laws govern the operation of the CEM and the rights, entitlements, and restrictions with respect to the sale of interment and scattering rights.
  - Cemeteries Regulations Unit can provide suggested CEM By-Law guidelines to assist Operators when developing individual By-Laws for their properties
  - OACFP will be working with the CEM Registrar to develop a pre-approved standard set of Association By-Laws
    - Pre-approved Association By-Laws will be accepted by the Registrar for CEM Operators who are OACFP members in good standing
    - Notice obligations will remain in place

Notice Procedures To Follow When Changing Cemetery By-Laws

- The following procedures are required under CA and the FBCSA for changing or approving CEM By-Laws;
  1. Site signage conspicuously posted at each cemetery entrance
  2. Notice of proposed By-Law change is published once in a local newspaper
  3. Copy of the proposed By-Law change is delivered to each supplier of markers (if the By-Law change pertains to markers or their installation)
  4. Provide a location where the public can obtain/review written copies of the proposed By-Law change
  5. Site Signage and Public Notice must include contact information for the CEM Operator and the Registrar
  6. Signage should remain in place until the Registrar has approved the By-Law or the appeal period has expired.

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### Repair Of Markers

- If a CEM marker presents a risk to public safety because it is unstable, the CEM Operator is responsible to do whatever is necessary to remove the risk, including repairing resetting or laying down the marker.

129

### Installation Of Cemetery Supplies

- CEM Operators are required to install or permit to be installed cemetery supplies if their installation is in accordance with the CEM By-Laws
- Cemetery Supplies includes;
  - Interment vaults
  - Markers
  - Flowers
  - Liners
  - Urns
  - Shrubs
  - Artificial wreaths
  - Other articles intended to be placed in a cemetery

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**Cemeteries, Burial Sites &  
Crematoriums  
Division B – Interment and Scattering**

**Cemeteries – Division B  
Interment and Scattering**

**[Reg] 161**



**Interments And Scattering**

- No CEM operator shall inter human remains in a lot, or scatter cremated remains in a scattering ground other than the interment or scattering rights holder, without the written consent of the interment or scattering rights holder
- No CEM Operator shall sell or provide limited term;
  - Interment or scattering rights
  - Interment or scattering of human remains
- No burial permit is required for the interment of products of conception that do not constitute a still-birth under the Act.

### Animal or Pet Burials

- The FBCSA definition for “inter” means “the burial of human remains and includes the placing of human remains in a lot
- The FBCSA definition for “human remains” means a dead human body or the remains of a cremated human body”
- ANIMAL OR PET BURIALS WITHIN A CEMETERY ARE THEREFORE PROHIBITED BY DEFINITION.

133

### Scattering Of Cremated Remains In Cemeteries

- The FBCSA requires that the scattering of cremated remains within a cemetery occurs within a “scattering ground”
- Scattering grounds must be surveyed and “filed” with the Registrar in a similar manner that a CEM Operator files surveys for interment rights.

134

Interment and Scattering Rights Certificates

- A Certificate of interment or scattering rights shall include;
  1. Name and address of the CEM
  2. Name of the interment or scattering rights holder
  3. Location and dimensions of the lot or scattering ground
  4. Date of purchase or transfer of the right
  5. Amount paid by the purchaser for the right
  6. Amount deposited into the C&M fund or account
  7. A statement that if the rights holder resells or transfers the right the Certificate must be returned to the CEM Operator before the CEM Operator can issue a new Certificate
  8. A statement referencing any CEM By-Law restrictions or obligations associated with markers
  9. If a private structure, the number of crypts or niches
  10. If a private scattering ground, the total number of scatterings that may take place

135

Interment and Scattering Rights Certificates

- A CEM Operator shall issue an interment or scattering rights certificate for each lot, plot, or scattering ground sold
- When an interment or scattering right is resold or transferred, a CEM Operator must issue a new interment or scattering rights Certificate to the new rights holders once the CEM Operator has received the original endorsed Certificate
- A CEM Operator may charge a reasonable fee to recover the cost of issuing a new Certificate
  - The charge to issue a new certificate must be listed on the CEM price list

136

Assisted Burial or Services Requested By Delivery Agent

- CEM Operator who has available space must provide a lot and an opening and closing when directed by a welfare administrator
- CEM Operator may charge the fee as prescribed in the Regulations to recover the current cost of the lot and the opening and closing service fee (as included on their price list) to a maximum of \$1,300 (or as prescribed by the Minister from time to time)
- If CEM Operator has a scattering area they are required to scatter cremated remains when directed by a welfare administrator
- CEM Operator is required to install a marker (in accordance with the CEM By-Laws) if the marker is provided by the welfare administrator
- Religious CEM Operators are not required to inter or scattering remains who are not members of their religious organization

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Procedures To “Alter, Establish, Or Increase the Capacity” Of A Crematorium

- Contact the Cemeteries Regulations Unit to obtain the appropriate forms, checklist, and direction/assistance.
- The following documents are required to establish a CREM;
  1. Two copies of detailed construction plans and specifications for the structure (with the engineer’s signature and date)
  2. A copy of the Ministry of Environment’s Director’s Certificate of Approval
  3. A copy of the building permit

139

Operation Of Crematoriums

- A CREM Operator shall not, without the written and signed consent of the purchaser of the cremation services;
  - Cremated the remains of more than one person at once
  - Cremate human remains with animal remains
  - Co-mingle cremated remains
- A CREM Operator shall ensure that a metal identification tag accompanies a dead human body and is placed in the cremated remains urn or container until they are released to the purchaser or the purchaser’s representative
- The metal identification tag shall contain;
  - The unique personal identifier of the body
  - The name of the CREM Operator

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Assisted Cremations

- A CREM Operator shall provide cremation services at the request from a Delivery Agent (welfare administrator)
- If the CREM Operator restricts cremation services to a defined religious organization the CREM Operator is not required to complete the cremation of the deceased person who is not a member of that religious organization.

141

Crematorium By-Laws

- A CREM Operator shall make CREM By-Laws to govern the operation of the crematorium including the purchaser's rights and entitlements or restrictions to crematorium services
- CREM Operators must operate in accordance with the CREM By-Laws
- No CRE Operator shall cremate animal remains unless the CREM By-Laws authorize it

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Content Of Crematorium By-Laws

- CREM By-Laws shall specify;
  - The documentation required by the CREM Operator to undertake the cremation
  - A statement that without written and signed consent by the purchaser the CREM Operator is prohibited from;
    - Cremating the remains of more than one person at once
    - Cremating human remains together with animal remains
    - Co-mingling cremated remains

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Procedures To Follow When Changing Crematorium By-Laws

- The following procedures are required under CA and the FBCSA for changing or approving CREM By-Laws;
  1. Site signage conspicuously posted at the crematorium entrance
  2. Notice of proposed By-Law change is published once in a local newspaper
  3. Provide a location where the public can obtain/review written copies of the proposed By-Law change
  4. Site Signage and Public Notice must include contact information for the CREM Operator and the Registrar
  5. Signage should remain in place until the Registrar has approved the By-Law or the appeal period has expired.

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## Part VI Transitional Matters

### [Reg] 220



#### Educational Requirement For Licence

- New education requirements for licensees have not been developed at this time
- Registrar's empowered to set educational standards including;
  - Formal education, internship, exams, and continuing education
- Standards will be developed with education consultants based on current leading practices

[Reg] 220



Educational Requirement For Licence

- An educational program and examination set or approved by the Board under the FDEA shall continue to apply for licensed funeral directors and transfer service operators until the Registrar directs otherwise.

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[Reg] 221



Notification To Registrar Of Employees

- CEM and CREM Operators shall notify the Registrar in writing within 30 days following the proclamation of the FBCSA and provide;
  - The names of all persons employed by the Operator that are;
    - Engaged in activities that require the person to be licensed as a Sales Representative, OR
    - Registered as a Funeral Preplanner Intern

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We hope this presentation has adequately answered your questions, and will help you begin to prepare your Operation for the FBCSA implementation date of July 1, 2012.

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We would like to take this opportunity to thank Linden Mackey and the Mackey Funeral Home for sponsoring today's presentation.

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If your cemetery is not presently a member of the  
OACFP I would encourage you to join.

The OACFP will be creating templates, for its  
members for;

Contracts (end of Feb.)

Rights Certificates & Price Lists (end of Mar.)

Bylaws (June)

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If additional questions arise as you review the  
Act and Regulations or the presentation  
literature please feel free to contact  
the OACFP Executive Director  
via email at [info@oacfp.com](mailto:info@oacfp.com)  
or by phone at 1-888-558-3335

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**Thank you for attending and drive safe!**