



# VICTORIA SQUARE UNITED CHURCH CEMETERY

## BYLAWS

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These by-laws are the rules and regulations that govern Victoria Square United Church Cemetery and have been approved by the Registrar of Cemeteries, Funeral, Burial and Cremation Services Act, 2002 (FBCSA), Bereavement Authority of Ontario

## **A. DEFINITIONS**

**Board:** The Cemetery Board shall consist of a minimum of 6 persons who are plot owners and or heirs of plot owners.

**Burial:** The opening and closing of an inground lot or plot for the disposition of human remains or cremated human remains.

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

**Care and Maintenance Fund:** It is a requirement under the FBCSA that a percentage of the purchase price of all Interment Rights and set amounts for marker and monument installations is contributed into a Care and Maintenance Fund in Trust. Interest earned from this fund is used to provide care and maintenance of plots, lots, markers and monuments at the Cemetery in perpetuity.

**Contract:** For purposes of these by-laws, all purchasers of interment rights must sign a contract with the cemetery, detailing obligations of both parties and acceptance of the cemetery by-laws.

**Corner Stones / Posts:** Shall mean any stone or other land markers set flush with the surface of the ground and used to indicate the location of a lot or plot.

**Grave:** (Also known as lot and or plot) means any inground burial space intended for the interment of a child, adult or cremated human remains.

**Interment Right:** The right to require or direct the interment of human remains or cremated human remains in a grave/ lot, niche and direct the associated memorialization.

**Interment Rights Certificate:** The document issued by the Cemetery to the purchaser once the interment rights have been paid in full, identifying ownership of the interment rights.

**Interment Rights Holder:** Any person designated to hold the right to inter human remains in a specified grave, lot, niche.

**Lot / Plot:** For the purposes of these By-Laws a lot and or plot is a single grave space.

**Marker:** Shall mean any permanent memorial structure that is set flush and level with the ground, and used to mark the location of a burial lot.

**Monument:** Any permanent memorial projecting above the ground installed within the designated space to mark the location of a burial or lot.

## **B. GENERAL INFORMATION**

**Location:**

The Victoria Square United Church Cemetery is located at 10720 Victoria Square Blvd. in the City of Markham, pt.lot 25 concession 3 east and pt.lot 26 concession 4 west.

**Affiliations:**

The Victoria Square United Church Cemetery is affiliated with the Victoria Square United Church which is a congregation of the United Church of Canada.

**Board Members and Meetings:**

Chairperson, Vice Chairperson and Secretary – Treasurer are appointed by members of the Cemetery Board on an annual basis. One annual meeting is scheduled per year with additional meetings held as needed.

**Hours of Operation:**

Visitation Hours: Daylight hours only 7 days a week

Office Hours: By scheduled appointment only

Burial Hours: Monday – Friday 10:00am – 4:00pm, Weekend time to be determined on as needed basis

**General Conduct:**

The Cemetery Board reserves full control over the cemetery operations and management of land within the cemetery grounds.

No person may damage, destroy, remove or deface any property within the Cemetery.

All visitors should conduct themselves in a quiet manner that shall not disturb any service being held.

Children under 12 years of age are not permitted in the cemetery except in the company of an adult who shall be responsible for their good conduct at all times.

No dogs or other pets shall be allowed in the cemetery at any time.

**By Law Amendments:**

The cemetery shall be governed by these bylaws, and all procedures will comply with the Funeral Burial & Cremation Services Act, 2002 and Ontario Regulation 30/11, which may be amended periodically.

All by-law amendments must be:

- a) published once in a newspaper with general circulation in the locality in which the cemetery is located;
- b) conspicuously posted on a sign at the entrance of the cemetery; and
- c) delivered to each supplier of markers who has delivered a marker to the cemetery during the previous year, if the by-law or by-law amendment pertains to markers or their installation.

All by-laws and by-law amendments are subject to the approval of the Registrar, Funeral, Burial and Cremation Services Act, 2002. Bereavement Authority of Ontario.

**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, monument, marker, columbarium niche 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.

**Public Register:**

Provincial legislation – Section 110 of Ontario Regulation 30/11 requires all cemeteries and crematoriums to maintain a public register that is available to the public during regular office hours.

**Pets or Other Animals:**

At this time, cremated animal remains are not allowed to be buried on cemetery grounds.

**Right to Re-Survey:**

The Cemetery has the right at any time to re-survey, enlarge, diminish, re-plot, change or remove plantings, grade, close pathways or roads, alter in shape or size, or otherwise change all or any part of the cemetery, subject to approval of the appropriate authorities.

**C. INTERMENT RIGHTS**

Purchasers of interment rights holders acquire only the right to direct the burial of human remains and cremated human remains, and the installation of monuments, markers and inscriptions, subject to the conditions set out in the cemetery by-laws. In accordance with cemetery by-laws, no burial, entombment, or installation of any monument, marker, inscription, or memorialization is permitted until the interment rights have been paid in full. An interment rights certificate will be issued to the interment rights holder(s) when payment has been made in full. The purchase of interment rights is not a purchase of Real Estate or real property.

**Cancellation of Interment Rights within 30 Day Cooling-Off Period:**

- A purchaser has the right to cancel an interment 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 cemetery operator will refund all monies paid by the purchaser within thirty (30) days from the date of the request for cancellation.

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

- Upon receiving written notice from the purchaser of the interment rights, the cemetery operator will cancel the contract and issue a refund to the purchaser for the amount paid for the interment rights less the appropriate amount that is required to be deposited into the Care and Maintenance Fund plus the Administration Fee required by the Cemetery Board plus the cost of the cornerstones. This refund will be made within thirty (30) days of receiving said notice. If the interment rights certificate has been issued to the interment rights holder(s), the certificate must be returned to the cemetery operator along with the written notice of cancellation.
- If any portion of the interment rights has been exercised, the purchaser, or the interment rights holder(s) are not entitled to cancel the contract.

**Care and Maintenance Fund Contributions:**

- As required by sections 166 and 168 of Regulation 30/11, a percentage of the purchase price of all interment rights and amount for monuments, markers and Niche shutters is contributed into the care and maintenance fund. Income from this fund is used to provide only general care and maintenance of the cemetery. Contributions to the care and maintenance fund are not refundable except when interment rights are cancelled within the 30 day cooling off period.

**Prohibited resale of interment rights:**

The cemetery operator prohibits the resale of interment to a third party and will repurchase these rights at the price listed on the current price list. Transfers of interment rights cannot be prohibited as long as the purchaser meets the qualifications and requirements as outlined in the cemetery operator's by-laws.

The cemetery operator prohibits the resale of interment rights to a third party and is not required to repurchase unused interment rights in a plot (more than one lot) if one of the interment rights in the plot has been exercised

- If a rights holder(s) wishes to re-sell the interment rights the rights holder(s) must make the request to the cemetery operator in writing. The cemetery operator will repurchase the interment Right at the price listed on the cemetery operator's current price list less the Care & Maintenance Fund contribution made at the time of purchase, less the cost of the cornerstones and an Administrative Fee.
- The re-purchase and payment to the rights holder requesting the sale must be completed within 30 days of the request.
- The interment rights holder requesting the resale of the rights must return the interment rights certificate to the cemetery operator and the rights holder(s) must endorse the interment rights certificate, transferring all rights, title and interest back to the cemetery operator. The appropriate paperwork must be completed before the cemetery operator reimburses the rights holder(s).

**D. BURIAL INCLUDING CREMATED REMAINS**

- Interment rights holder(s) must provide certificate of interment rights prior to a burial or an entombment taking place. Should the interment rights holder be deceased, authorization must be provided by the person authorized to act on behalf of the interment rights holder i.e. Personal Representative, Estate Trustee, Executor or next of kin.
- A burial permit issued by the Registrar General or equivalent document showing that the death has been registered with the province must be provided to the cemetery office prior to a burial or entombment taking place. A Certificate of Cremation must be submitted to the cemetery office prior to the burial of cremated remains taking place.

- In accordance with the FBCSA the purchaser of interment rights must enter into a cemetery contract, providing such information as may be required by the cemetery operator for the completion of the contract and the public register prior to each burial or entombment of human remains.
- Payment must be made to the cemetery before a burial can place.
- The cemetery shall be given 8 – 16 business hours of notice for each burial of human remains or cremated human remains.
- The opening and closing of graves may only be conducted by cemetery staff or those designated to do work on behalf of the cemetery.
- Cremated remains are not permitted to be scattered on a grave or any part of the cemetery grounds under any circumstances, no exceptions will be made.
- 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 may take place. A certificate from the local medical officer of health is not required for the removal of cremated remains.
- 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).
- Burials may be made at double or greater depth providing that the final burial is covered by not less than one meter depth of earth on top of vault.
- Two (2) cremation burials are allowed per lot
- IT IS RECOMMENDED THAT all casket burials are to be encased in a concrete vault.
- Burials between December 1<sup>st</sup> and April 30<sup>th</sup> will not be allowed if the cornerstones during this period can not be located and the cemetery operator is not satisfied that the appropriate plot/lot has been located.

#### **E. COLUMBARIUM NICHE**

- Niche interment rights are available in single or double in accordance with the Cemetery Policy Standards (available upon request).

#### **F: MEMORIALIZATION**

- No memorial or other structure shall be erected or permitted on a lot until all charges have been paid in full.
- No monument, footstone, marker or memorial of any description shall be placed, moved, altered, or removed without permission from the cemetery operator.
- Minor scraping of the monument base of an upright monument due to grass/lawn maintenance is considered to be normal wear.
- 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.
- The cemetery operator reserves the right to determine the maximum size of monuments, their number and their location on each lot or plot. They must not be of a size that would interfere with any future interments.
- All foundations for monuments and markers shall be built by, or contracted to be built for, the cemetery operator at the expense of the interment rights holder.
- Monument foundations for full burial plots shall be constructed to a depth of not less than 4 feet and shall be larger by 3 inches on all four sides than the monument base and flush with existing ground level
- Monument / marker foundations for cremation plots shall be constructed to a depth of 3.5 feet and to the same size as the upright monument or marker.
- 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 so as to remove the risk.
- The cemetery operator reserves the right to remove at its sole discretion any marker, monument, or inscription which is not in keeping with the dignity and decorum of the cemetery as determined by the trustees.
- A monument or other structure shall be erected only after the specific design plans have been approved by the cemetery operator including: dimensions, material of structure, construction details, and proposed location.
- In keeping with the cemetery by-laws only one monument shall be erected within the designated space on any lot.
- The minimum thickness for flat markers including footstones is 4 inches or 10 cm. and for upright monuments is 6 inches or 15 cm.
- All monuments and markers shall be constructed of natural stone (i.e. granite).

- No monument shall be delivered to the cemetery for installation until the monument foundation has been completed, and the interment rights holder(s) and/or marker retailer have been notified by the cemetery operator.
- All Cremation lots must be marked with the designated marker with the minimum inscription being the name/names of interred.
- Markers and footstones of granite are permitted with size and quantity restrictions according to cemetery by-laws and the placement of such memorials shall not interfere with future interments.

Single lot maximum – Width 2.5ft - Height 3.5ft

Double lot maximum – Width 5ft – Height 3.5ft.

Cremation lot maximum – Marker: 12in x 20in x 4in

Cremation lot maximum – Upright Monument: 12in x 12in x 14in height

## **G. CARE AND PLANTING**

A portion of the price of interment rights is trusted into the Care and Maintenance Fund. The income generated from this fund is used to maintain, secure and preserve the cemetery grounds. Services that can be provided through this fund include:

- Re-levelling 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
- Repairs and general upkeep of cemetery maintenance buildings and equipment
- No person other than cemetery staff shall remove any sod or in any other way change the surface of the burial lot in the cemetery.
- No person shall plant trees, flower beds or shrubs in the cemetery except with the approval of the cemetery.
- Flowers placed on a grave for a funeral shall be removed by the cemetery staff after a reasonable time to protect the sod and maintain the tidy appearance of the cemetery.

## **H: ITEMS THAT ARE PROHIBITED AND PERMITTED**

The cemetery reserves the right to regulate the articles placed on lots or plots that pose a threat to the safety of 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. Prohibited articles will be removed and disposed of without notification.

Items prohibited from being placed on lots within the cemetery are, but not limited to articles made of hazardous materials such as non-heat resistant glass (excludes glass attached to monuments), ceramics, or corrosive metals; loose stones or sharp objects; trellises or arches; chairs or benches



- The cemetery reserves the right to disallow or remove quantities of memorial wreaths or flowers considered to be excessive and that diminishes the otherwise tidy appearance of the cemetery.
- Memorial wreaths may be placed in the cemetery only between the First Day of May and the Last Day of December in any calendar year. In order to prepare the grounds for spring, wreaths must be removed prior to April 15th. Wreaths not removed by April 30th will be removed and disposed of by the Cemetery without notification.

## **I. CONTRACTOR/MONUMENT DEALER BYLAWS**

Any contract work to be performed within the cemetery requires the written pre-approval of the interment rights holder and the cemetery operator before the work may begin. Pre-approval includes but is not limited to: landscaping, delivery of monuments and markers, inscriptions, designs, drawings, plans and detailed specifications relating to the work, proof of all applicable government approvals and permits, the location of the work to be performed. It is the responsibility of all contractors to report to the cemetery office and provide the necessary approvals before commencing work at any location on the cemetery property.

Prior to the start of any said work, contractors must provide proof of the following upon request:

WSIB coverage

Occupational Health and Safety compliance standards

Environmental Protection

WHMIS

Evidence of liability insurance of not less than \$ 2 million

- All cemetery by-laws apply to all contractors and all work carried out by contractors within the cemetery grounds.
- Contractors, monument dealers and suppliers shall not enter the cemetery in the evening, weekends or statutory holidays, unless approval has been granted by the cemetery operator.
- No work will be performed at the cemetery except during the regular business hours of the cemetery.
- Contractors shall temporarily cease all operations if they are working within 100 metres of a funeral until the conclusion of the service. The cemetery reserves the right to temporarily cease contractor operations at their sole discretion if the noise of the work being performed by the contractor is deemed to be a disturbance to any funeral or public gathering within the cemetery.
- Contractors, monument dealers and suppliers shall lay wooden planks on the burial lots and paths over which heavy materials are to be moved in order to protect the surface from damage.
- Damage to surrounding areas such as grass, driveways, curbs and trees will be the sole responsibility of the contractor for repair.