

Yarker (Riverside) United Church Cemetery By-Laws (2023)

These by-laws are the rules and regulations that govern the **Yarker (Riverside) United Church Cemetery** as written and approved by the Board of Trustees of Yarker (Riverside) United Church and have been approved by the Registrar, *Funeral, Burial and Cremation Services Act, 2002* (FBCSA), Bereavement Authority of Ontario (BAO).

PREFACE:

The Yarker (Riverside) United Church Cemetery is the property of the Yarker (Riverside) United Church, located in Yarker, Ontario. The civic address of the cemetery is 2918 County Road 6, Yarker, Ontario, K0K 3N0.

The cemetery was established in the early 1800's, and the precise date of the first burial is unknown. The cemetery was previously the responsibility of the Yarker Methodist Church.

At the present time, there is no columbarium nor scatter garden located on the cemetery property.

The Yarker (Riverside) United Church Cemetery is licensed (Licence #02149) to act as a Cemetery in accordance with the *Funeral, Burial and Cremation Services Act, 2002*.

ADMINISTRATION:

At the present time, the cemetery falls under the responsibility of the Trustees of the Yarker (Riverside) United Church. The Trustees maintain full and complete control and management of the land, plantings, roads, books and records of the cemetery and the complete authority to administer these by-laws.

SECTION 1 – DEFINITIONS

Burial/Interment: The opening of a Lot and then the placing of human remains or cremated human remains in that Lot, followed by closing the Lot. The Lot may be a grave with a vault in the ground, a crypt in a mausoleum, or a niche in a columbarium.

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

Care and Maintenance Fund: It is a requirement under the FBCSA and O. Reg. 30/11 and 184/12 that a prescribed amount or a percentage of the purchase price (excluding tax) of all interment rights sold, transferred, assigned or permitted; and prescribed amounts for monuments and markers, is contributed into the care and maintenance fund. Interest earned from this fund is used to provide care and maintenance of the grounds in the cemetery.

Cemetery Operator: Person (Corporation, Partnership, Sole Proprietor, Trustee/Volunteer Board—Religious or other) licensed to offer or sell cemetery supplies and services.

Contract: For purposes of these by-laws, all purchasers of interment rights, or other cemetery supplies and services must receive a copy of the Contract they and the Cemetery Operator have signed detailing the obligations of both parties, and acknowledging receipt of acceptance of the cemetery by-laws, and the Price List.

Corner Markers: 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 boundaries of multiple Lots.

Grave: (Also known as a Lot) means any in-ground burial space intended for the interment of human remains or cremated human remains.

Interment Rights: The right to require or direct the interment of human remains or cremated human remains in a grave or Lot and to authorize the installation of a monument or marker.

Interment Rights Certificate: The document issued by the Cemetery Operator to the Purchaser once the Interment Rights to a specific Lot have been paid in full, identifying authority over those specific Interment Rights.

Interment Rights Holder: The person(s) authorized or entitled to inter human remains in a specified Lot. They may be the person named in the Interment Rights Certificate or such other person to whom the rights have been assigned through a Last Will or equivalent legal document.

Lot: For the purposes of these By-Laws, a Lot is a single grave space. See Section 2. page 6, sub-paragraph O for **LOT SIZES**.

Marker: Shall mean any permanent memorial structure – monument, plaque, headstone, corner marker or other structure or ornament affixed or intended to be affixed to a burial Lot intended for the deposit of human remains, one of which shall be used to indicate the location of one or more burials in each Lot.

SECTION 2 – GENERAL INFORMATION

- a. **VISITATION HOURS:** 9 AM to Dusk
- b. **OFFICE HOURS:** 9 AM to 5 PM
- c. **BURIAL HOURS:** 9 AM to 5 PM

d. **GENERAL CONDUCT:**

- 1. Given the concern for public safety and solemnity of the Cemetery, no person shall be on the grounds of the cemetery outside the Visitation Hours listed above.
- 2. The cemetery reserves full control over the cemetery operations and management of land within the cemetery grounds.
- 3. No person shall damage, destroy, remove or deface any property within the Cemetery.
- 4. All visitors should conduct themselves in a quiet and respectful manner.

e. **BY LAW AMDENDMENTS:**

- 1. The cemetery shall be governed by these by-laws, and all procedures will comply with the FBCSA and O. Reg. 30/11 and 184/12, which may be amended periodically.
- 2. All by-law amendments shall 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;
 - c) Published on the Riverside United Church website; and

d) 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.

3. All by-laws and by-law amendments shall be subject to the approval of the Registrar, FBCSA, BAO.

f. BY LAW AMENDMENTS:

1. The Cemetery Operator shall not be held liable for any loss or damage, without limitation (including damage by the elements, Acts of God, or vandals) to, any Lot, monument, marker, or other article that has been placed in relation to an interment right, save and except for direct loss or damage caused by gross negligence of the cemetery.

g. PUBLIC REGISTER:

1. Section 110 of O. Reg. 30/11 in the Provincial legislations requires all cemeteries to maintain a public register. The Register can be found on the Riverside United Church website.

h. PETS OR OTHER ANIMALS:

1. Pets or other lower animals, including cremated animal remains, shall not to be buried on cemetery grounds.

i. RIGHT TO RE-SURVEY:

1. The Cemetery has the right at any time to re-survey, enlarge, diminish, re-map the locations of interments, 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.

j. RESALE AND TRANSFER OF INTERMENT:

1. The Cemetery Operator permits the interment rights holder to sell or transfer their Interment Rights to a third party, at no more than the current price listed on the cemetery price list, so long as the sale or transfer is conducted through the Cemetery Operator and the Interment Rights holder and purchaser meet the qualifications and requirements as outlined in the Cemetery Operator's by-laws.

2. Purchasers of interment rights holders acquire only the right to direct the burial of human remains, and the installation of monuments, markers and inscriptions, subject to the conditions set out in the cemetery by-laws. In accordance with the cemetery by-laws, no burial, or installation of any monument, marker, inscription, or memorialization is permitted until the Interment Rights have been paid in full. An Interment Rights certificate will be issued to the Interment Rights Holder(s) when payment has been made in full. The purchase of Interment Rights is not a purchase of Real Estate or real property. An Interment Rights holder wishing to resell their Interment Rights shall submit a request in writing to the Cemetery Operator of their intention of seeking a third-party buyer for their Interment Rights. Depending on the circumstances, the request may not be approved by the Cemetery Operator.

k. CANCELLATION OF INTERMENT RIGHTS WITHIN 30 DAY COOLING-OFF PERIOD:

1. A purchaser has the right to cancel an interment rights Contract within thirty (30) days of signing the interment rights Contract, by providing written notice of the cancellation to the Cemetery Operator. The Cemetery Operator will refund all monies paid by the purchaser within thirty (30) days from the date of the request for cancellation.

I. CANCELLATION OF INTERMENT RIGHTS AFTER THE 30 DAY COOLING-OFF PERIOD:

1. Upon receiving written notice from the purchaser of their desire to cancel the Contract, the Cemetery Operator will cancel the Contract and issue a refund to the purchaser for the amount paid for the Interment Rights including the appropriate amount that is required to be deposited into the Care and Maintenance Fund. The Cemetery Operator will hold the C&M Fund amount until after the 30-day cooling-off period.
2. 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.
3. 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 or re-sell the interment rights.

m. RESALE OF INTERMENT OR SCATTERING RIGHTS AFTER THE 30 DAY COOLING-OFF PERIOD:

1. Unless the Interment Rights have been exercised, the purchaser retains the right to cancel the Contract or re-sell the interment rights. Once payment for the interment rights has been made in full, and an Interment Rights certificate has been issued, the interment rights holder(s), as recorded on the cemetery records, has right to re-sell the Interment Rights following written notice to and written approval from the Cemetery Operator. See paragraph j.2. above. Any resale of the Interment Right shall be in accordance with the requirements of the cemetery by-laws and in keeping with the FBCSA and O. Reg. 30/11 and 184/12.
2. If any portion of the Interment Rights has been exercised, the purchaser, or the Interment Rights holder(s) are not entitled to re-sell the interment rights.
3. The Interment Rights Holder(s) who intends to sell their rights shall provide the following documents to the Cemetery Operator so that the Operator can be satisfied with the authority and identify the seller, confirm the ownership interment rights and provide the third-party purchaser with the required certificate, etc.:
 - a) An Interment Rights certificate endorsed by the current rights holder.
 - b) If the resale of Interment Rights will only be considered where there are no previous interments on the Lot.
 - c) Any other documentation in the interment rights holder(s) possession relating to the rights.
4. The third-party purchaser will be provided with the following documents by the Cemetery Operator:
 - a) An interment rights certificate endorsed by the current rights holder.
 - b) A copy of the cemetery's current by-laws.
 - c) A copy of the cemetery's current price list.
 - d) If the resale of Interment Rights will only be considered where there are no previous interments on the Lot.
 - e) Any other documentation in the Interment Rights holder(s) possession relating to the rights.
5. The Cemetery Operator shall require:
 - a) A statement signed by the rights Holder(s) selling the Interment Rights acknowledging the sale of the Interment Rights to the third-party purchaser.

- b) Confirmation that the person selling the Interment Rights is the person registered on the cemetery records and that they have the legal right to re-sell the Interment Rights.
- c) Record the date of transfer of the Interment Rights to the third party.
- d) The name, address and contact information of the third-party purchaser(s).
- e) A statement of any money owing to the Cemetery Operator in respect to the Interment Rights.

- 6. Once the endorsed certificate and all required authorization and information has been received by the Cemetery Operator from the rights holder(s), the Cemetery Operator shall issue a new Interment Rights certificate to the third-party purchaser.
- 7. Upon completion of the above listed procedures, and upon the issuance of the new Interment Rights certificate, the third-party purchaser or transferee(s) shall be considered the current Interment Rights holder(s) of the Interment Rights, and the resale or transfer of the Interment Rights shall be considered final in accordance with the cemetery by-laws and the *Funeral, Burial and Cremation Services Act*.
- 8. The Cemetery Operator may charge an administration fee for the issuance of a new certificate in accordance with the price listed in the Cemetery Operator's current price list.
- 9. The Cemetery Operator does not prohibit the resale of Interment Rights and may repurchase the Interment Rights from the rights holder(s) if the Cemetery Operator so desires and may negotiate a purchase price so long as the seller acknowledges being aware of the Cemetery Operator's current price list amounts for Interment Rights.

n. **BY-LAWS PERTAINING TO BURIAL OR SCATTERING OF CREMATED REMAINS:**

- 1. Interment rights holder(s) must provide written authorization prior to a burial taking place. Should the interment rights holder be deceased, authorization must be provided in writing by the person authorized to act on behalf of the Interment Rights holder in keeping with the *Succession Law Reform Act* i.e. Estate Trustee, Executor, or named on the Interment Rights Certificate.
- 2. A burial permit issued by the Registrar General of Ontario or equivalent document showing that the death has been registered with the province must be provided to the Cemetery Operator prior to a burial taking place. A Certificate of Cremation must be submitted to the Cemetery Operator prior to the burial of cremated remains taking place.
- 3. In accordance with the FBCSA and O. Reg 30/11 and 184/12, the purchaser of interment rights must enter into a cemetery Contract prior to each interment, providing such information as may be required by the Cemetery Operator for the completion of the Contract and the public register.
- 4. All payments shall be made to the Cemetery Operator before an interment can take place.
- 5. The cemetery shall be given a minimum of 72 hours (3 business days) of notice for each burial of human remains.
- 6. The opening and closing of graves shall only be conducted by cemetery staff or those designated to do work on behalf of the cemetery.

7. Cremated remains are not permitted to be scattered on a pre-existing grave containing human remains and in keeping with these by-laws.
8. Casketed human remains may be disinterred from a Lot provided written consent (authorization) of the Interment Rights holder has been received by the Cemetery Operator as well as prior approval in writing from the Medical Officer of Health. A certificate from the local Medical Officer of Health must be received at the cemetery office before the removal of casketed human remains from the cemetery may take place. A certificate from the local Medical Officer of Health is not required for the disinterment of cremated remains from a Lot or the removal of cremated remains from the cemetery. However, the Party requesting the disinterment of cremated remains must be the Interment Rights Holder. If the Interment Rights Holder is deceased and the Rights have not been legally transferred to another living Party, then the Cemetery Operator shall submit a request on behalf of the authorized person to have the Interment Rights transferred. The request shall be submitted to the Registrar of the BAO. If approved, and if the interred remains were in a decomposable receptacle, then the disinterred cremation remains shall be placed in a receptacle larger than the original urn along with a generous amount of adjacent soil.
9. 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).

o. SIZE OF LOTS AND LIMITATIONS ON BURIALS PER LOT:

1. The following are the Lot sizes available in the Yarker (Riverside) United Church Cemetery:

Single Lot maximum: 4' x 10' OR 4' x 8' (Depending on the Section in the cemetery)
 Double Lot maximum: 8' x 10' OR 8' x 16' (Depending on the Section in the cemetery)
 Cremation Lot maximum: 4' x 4'

2. A limitation of 1 casket interment per Lot plus an additional 2 cremated remains situated at the head and foot of the casket interment. For cremated remains, there is a limit of 2 cremated remains in a 4'x10' or 4'x8' Lot.

p. BY-LAWS PERTAINING TO MEMORIALIZATION:

1. No memorial or other structure shall be erected or permitted on a Lot until all charges have been paid in full and/or a permit is obtained from the Cemetery Operator.
2. No monument, footstone, marker or memorial of any description shall be placed, moved, altered, or removed without permission from the Cemetery Operator.
3. Minor scraping of the monument base of an upright monument due to grass/lawn maintenance is considered normal wear and tear.
4. 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.

5. Memorials: Monuments, markers, plaques, etc. are owned by the Interment Rights holder and the Cemetery Operator is not responsible for their loss or deterioration. These memorials should be maintained by the Interment Rights holder(s) at their own expense or through their own insurance coverage.
6. The Cemetery Operator reserves the right to determine the maximum size of monuments, their number and their location on each Lot. They must not be of a size that would interfere with any future interments in adjacent Lots.
7. All foundations for monuments and markers shall be manufactured and installed by a reputable company at the expense of the Interment Rights holder.
8. The Purchaser of a Lot shall pay the Cemetery Operator for four (4) corner markers on completing the purchase of the Lot. The Cemetery Operator shall be responsible for acquiring and installing the four (4) corner markers as soon as practical after receiving them from the manufacturer.
9. The Interment Rights holder or family is responsible for repairing or resetting any monument that presents a risk to public safety because it has become unstable. Failing this remedy, the Cemetery Operator may lay down the monument to mitigate the risk.
10. 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. The Cemetery Operator shall provide notice to the Interment Rights Holder prior to removing the marker, monument, or inscription, and the Rights Holder shall be responsible for paying for any actions taken by the Cemetery Operator.
11. A monument 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.
12. In keeping with the cemetery by-laws, only one upright monument shall be erected within the designated space on any Lot, except in the case where cremated remains are interred above a previously interred casket. In this case, an in-ground marker shall be installed in accordance with paragraphs 13-16 below. An upright marker shall not be installed in a Lot with a pre-existing upright marker.
13. All interments shall be marked with an upright or in-ground, engraved marker indicating, at the minimum, the name of the interred and the year of death. The minimum thickness for in-ground/flat markers including footstones is 4 inches or 10 cm.
14. All monuments and markers shall be constructed of a metal material or natural stone (i.e. granite).
15. Markers and footstones of metal or natural stone are permitted with size and quantity restrictions according to cemetery by-laws and the placement of such memorials shall not interfere with future interments. All memorials shall be in keeping with the good taste and solemnity of the Cemetery.

16. The Cemetery Operator shall be responsible for staking the Lot in advance of a memorial being delivered and installed, and no upright monument shall be delivered to the cemetery for installation until the monument foundation has been completed.
17. No memorial, such as a bench, etc. shall be installed without prior approval from the Cemetery Operator. If such a memorial is approved, the location shall be determined by the Cemetery Operator in consultation with the Party requesting the installation of such a memorial.

APPROVED By the Registrar, <i>Funeral, Burial and Cremation Services Act, 2002, Bereavement Authority of Ontario</i>	APPROUVÉ Par le Registrateur, <i>Loi de 2002 sur les services funéraires et les services d'enterrement et de crémation, l'Autorité des services funéraires et cimetières de l'Ontario</i>
Date: <u>May 11, 2023</u>	