

ANGUS UNION CEMETERY BY-LAWS

TABLE OF CONTENTS

Section A:	DEFINITIONS
Section B:	BY-LAWS PERTAINING TO GENERAL INFORMATION
Section C:	BY-LAWS FOR THE SALE AND TRANSFER OF INTERMENT RIGHTS
Section D:	BY-LAWS PERTAINING TO BURIAL
Section E:	BY-LAWS PERTAINING TO MEMORIALIZATION
Section F:	BY-LAWS PERTAINING TO CARE AND PLANTING
Section G:	BY-LAWS OUTLINING ITEMS THAT ARE PROHIBITED & PERMITTED
Section H:	BY-LAWS PERTAINING TO CONTRACTOR SERVICES / MONUMENT SUPPLIERS
Section I:	BY-LAWS FOR COLUMBARIA

These by-laws are the rules and regulations that govern Angus Union Cemetery and have been approved by the registrar of Funeral, Burial and Cremation Services Act, 2002 (FBCSA), Bereavement Authority of Ontario.

A. DEFINITIONS

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

By-Law: 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 the Care and Maintenance Fund. Interest earned from this fund is used to provide care and maintenance of plots, lots, markers and monuments at the Cemetery.

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 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) means any in ground 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 or niche and direct the associated memorialization.

Interment Right 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 lot.

Lot: For the purposes of these By-Laws a lot 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 plot or lot.

Niche: An individual compartment in a columbarium for the entombment of cremated human remains.

Plot: For the purposes of these by-laws, a plot is a parcel of land, sold as a single unit, containing multiple lots.

B. By-Laws Pertaining to General Information

Regular Hours of Operation:

Monday to Friday from 9:00 am to 4:00 pm.

Visitors are welcome from 9:00 am to sundown.

General Conduct:

The cemetery 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.

By-Law Amendments:

The cemetery shall be governed by these by-laws, 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-law and by-law amendments are subject to the approval of the Registrar, 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, columbarium niche, 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.

Public Register:

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

Pets or Other Animals:

Pets or other lower animals, including 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.

Notice of Resale and Transfer of Interment Rights:

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, as long as the sale or transfer is conducted through the cemetery operator and the purchaser meets the qualifications and requirements as outlined in the cemetery operator's by-laws.

C. By-Laws For The Cancellation Or Resale Of Interment Rights

Purchasers of interment rights 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, 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. An interment rights holder wishing to resell their interment rights may advise the cemetery operator of their intention prior to seeking a third party buyer for their interment rights.

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

- A purchaser has the right to cancel an interment 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.

Care and Maintenance Fund Contribution:

- As required by sections 166 and 168 of Regulation 30/11, a percentage of the purchase price of all interment rights and a prescribed amount for monuments and markers 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.

Permit Resale of Interment Rights to a Third Party:

NOTE: ALL REALES OF INTERMENT RIGHTS MUST BE CARRIED OUT THROUGH THE CEMETERY OPERATOR.

The interment rights holder(s) intending to sell their rights shall provide the following documents to the cemetery operator so that the operator can confirm the ownership of the rights and provide the third party purchaser with the required certificate etc.:

1. an interment rights certificate endorsed by the current rights holder
2. if the resale involves interment rights, a written statement of the number of lots that have been used in the plot and the number of lots that remain available
3. any other documentation in the interment rights holder(s) possession relating to the rights

- The third party purchaser will be provided with the following documents by the cemetery operator:
 1. an interment rights certificate endorsed by the current rights holder
 2. a copy of the cemetery's current by-laws
 3. a copy of the cemetery's current price list
 4. if the resale involves interment rights, a written statement of the number of lots that have been used in the plot and the number of lots that remain available
 5. any other documentation in the interment rights holder(s) possession relating to the rights

- The cemetery operator will require:
 1. require a statement signed by the rights holder(s) selling the interment rights acknowledging the sale of the interment rights to the third party purchaser
 2. require confirmation that the person selling the interment rights is the person registered on the cemetery records and that they have the right to re-sell the Interment rights
 3. record the date of transfer of the interment rights to the third party;
 4. the name and address of the third party purchaser(s)
 5. a statement of any money owing to the Cemetery Operator in respect to the Interment rights.

- Once the endorsed certificate and all required information has been received by the cemetery Operator from the rights holder(s), the cemetery operator will issue a new interment rights certificate to the third party purchaser.
- 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 FBCSA.
- The cemetery operator will charge an administration fee for the issuance of a duplicate certificate in accordance with the price listed on the cemetery operator's current price list
- The cemetery operator does not prohibit the resale of an 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 operators current price list amount for interment.

D. BY-LAWS PERTAINING TO BURIAL OF CREMATED REMAINS

- 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 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 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 of human remains.
- Payment must be made to the cemetery before a burial can take place.
- The cemetery shall be given 48 business hours of notice for each burial of human remains or cremated human remains.
- The opening and closing of graves and niches 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.
- 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).
- Four interments per grave are allowed, of which only one may be a casket interment, and only if the casket interment is the first interment.

E. BY-LAWS PERTAINING TO 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 part of the monument supplier's contract at the expense of the interment rights holder.
- 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.
- All monument and markers shall be constructed of bronze or natural stone (i.e. granite)
- No monument shall be delivered to the cemetery for installation until the monument foundation has been completed, and the cemetery operator has been notified.
- Markers and footstones of bronze or 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: Flat marker: 30 inches x 18 inches x 4 inches and must be flush with the ground

Double lot maximum: Upright marker: 52 inches x 16 inches x 60 inches

Cremation lot maximum: Flat marker: 24 inches x 18 inches x 4 inches; a cement base is not allowed and must be flush with the ground

F. BYLAWS PERTAINING TO 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-leveling and sodding or seeding of lots
- maintenance of the cemetery roads, sewers and water system
- maintenance of the perimeter walls and fences
- maintenance of cemetery landscaping
- maintenance of columbarium
- repairs and general upkeep of cemetery maintenance buildings and equipment
- no person other than cemetery staff shall remove sod or in any other way change the surface of the burial lot in the cemetery
- flower beds are restricted to the area immediately in front of the monument and no more than 1 foot in depth
- 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

G. BYLAWS OUTLINING 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.

- two solar lights per plot, (maximum 16 inches in height), in a maintained flower bed ONLY
- Items which are prohibited are glassware, ceramics, metal rods, metal hooks, metal crosses, lawn ornaments, toys, wire or wooden trellis, boxes, arches, stones and benches
- No unauthorized person shall make any walk, cut any sod or move any corner posts or grave markers in the cemetery
- Borders, fences and cut stone coping are not permitted
- All flowers including saddles/wreaths will be allowed as long as they are properly maintained
- The cemetery reserves the right to disallow or remove quantities of memorial wreaths or flowers considered to be excessive and that diminished the otherwise tidy appearance of the cemetery
- In order to prepare the grounds for spring, wreaths must be removed prior to April 15th. Wreaths not removed by April 15th will be removed and disposed of by the Cemetery without notification
- Animals are not permitted
- Vehicles within the cemetery shall not exceed 15 kilometres/hour and shall not leave the roads. Owners of same shall be responsible for damage done by them or their drivers

H. 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 operator 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:

- WSIB coverage
- 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 unless approval has been granted by the cemetery operator.
- 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.

I. COLUMBARIUM BYLAWS

- Payment must be made to the cemetery operator before an interment can take place
- Only the cemetery operator may open and seal niches for interments. This applies to the inside sealer and the niche front.
- No person other than cemetery staff shall remove or alter niche fronts.
- The cremated remains of not more than two persons will be interred in any one niche.
- The niche plate used shall be lettered and installed by the cemetery, and the cost will be collected at the time of the sale of the niche.
- Photograph cases will not be allowed to be attached to the niche.
- The cemetery reserves the right to remove any item placed or attached to the niche or surrounding area.
- The inside dimensions of the niche are 11 inches x 11 inches x 10 inches.
- The niches will be sold according to the numbering systems shown in the diagrams provided.
- The interment charge shall be as shown on the Cemetery Price List.
- Should a niche be sold back to the cemetery, the current purchase price, less the amount set aside for care and maintenance will be paid.
- Lettering must follow the example below:

**NAME
YYYY – YYYY
BELOVED SPOUSE OF
NAME
YYYY – YYYY
IN LOVING MEMORY**