

CEMETERY BY-LAWS of

ST. JOHN THE EVANGELIST PARISH CEMETERY, GANANOQUE, ONTARIO

PREAMBLE

St. John's Cemetery is located on Lot 18, Concession 2, in the Town of Gananoque, County of Leeds and Grenville, Province of Ontario. It was established by the Roman Catholic Episcopal Corporation of the Diocese of Kingston in Canada and St. John the Evangelist Church in the year 1900.

The Board of Trustees of St. John's Cemetery in the discharge of its responsibilities, appeals to the public to co-operate by following these By-laws, which have been adopted for the upkeep and improvement of the Cemetery as a becoming and respectful place for the interment of the dead. The word Cemetery recalls our faith in Christ and reveals His promises. It means the sleeping place. **Hence, Catholics revere the Cemetery and are particularly solicitous that it be well kept and protected from desecration.**

St. John's Cemetery is licensed to act as a non-profit Religious Cemetery in accordance with the Funeral, Burial and Cremation Services Act, 2002, Licence Number: 3269766-1.

These By-laws are subject to the provision of The Ontario Funeral, Burial and Cremation Services Act, 2002; Website:

e-laws.gov.on.ca/html/statues/English/elaws_statues_02f33_e.htm. These By-laws have been approved by the Archbishop of Kingston and by the Registrar.

PURPOSE OF CEMETERY

The Cemetery is a sacred place blessed by the Church for the interment of Roman Catholics who are entitled to Christian interment according to the rules and disciplines of the Church, **no Interment Rights Holder or other person shall have any right beyond those granted or conferred by these By-laws.**

Interment of non-Catholic members of a Catholic family will be permitted under certain circumstances, since the Church does not wish to separate in death those who were united in life.

DEFINITIONS

ACT: Funeral, Burial and Cremation Services Act, 2002, Chp. 33, and any Regulations promulgated there under, as from time to time amended, replaced or superseded.

BEREAVEMENT AUTHORITY OF ONTARIO: governing body of Cemeteries and Funeral Homes in the Province of Ontario, (formerly known as the Ministry)

BURIAL PERMIT: a permit issued by the Division Registrar, as defined in the Vital Statistics Act, RSO 1990, c.V.4.

BOARD: the appointed Board of Trustees for St. John's Cemetery

BY-LAWS: are representative of Provincial legislative requirements under the Funeral, Burial and Cremation Services Act and rules and regulations under which the Cemetery operates.

CARE AND MAINTENANCE: a trust fund established by the Parish under the Act from funds received from the sale of interment rights, markers, or marker installations for the purpose of generating income for the Care and Maintenance of the Cemetery, graves, plots, lots markers, columbarium or any particular part thereof.

CARE AND MAINTENANCE OF MARKERS: the maintenance of all markers to ensure the safety of the public.

CEMETERY: St. John the Evangelist Cemetery, Lot 18, Concession 2, in the Town of Gananoque, County of Leeds and Grenville, Province of Ontario.

CHURCH: the Universal Church, or if it pertains to a local circumstance, then it refers to the Archdiocese of Kingston.

COLUMBARIAUM: an above ground structure designed for the purpose of entombment of cremated human remains in niches or compartments.

CONCRETE VAULT: an outer container constructed of concrete that encloses a casket within the ground.

CREMATED REMAINS: that which is left after a body is cremated.

CREMATORIUM: An above ground structure designed for the purpose of entombment of cremated human remains in niches or compartments.

CREMATION URN: a container used to hold cremated remains.

DISENTOMBMENT: the removal of human remains or cremated human remains from in-ground burial placement.

Grave: a space of ground in the Cemetery used or intended to be used for the burial of human remains.

FLAT MARKER: a marker made of granite or bronze set flush with the ground.

FUNERAL DIRECTOR: a person licensed as a Funeral Director under the Act.

INSCRIPTION RIGHTS: the right to inscribe on a marker, monument, niche or crypt.

INTER: the act of burial of human remains which includes the placing of human remains in a grave, lot, plot, crypt or niche,.

INTERMENT: burial of human remains.

INTERMENT RIGHTS: includes the right to require or direct the interment of human remains in a grave, lot, crypt or niche.

INTERMENT RIGHT HOLDER: a person shown on the records of the parish and on the Interment Rights Certificate issued by the Parish as the holder of the interment rights with respect to a grave, lot, plot, crypt or niche and who may or may not be purchaser of such interment rights or of any related Cemetery supplies or services.

LOT: an area of land within a Cemetery for interment of one or more human remains and which may contain one or more graves, affixed to a grave, lot, plot, crypt or niche or other structure or place intended for the burial for human remains.

MARKER: any monument, tombstone, plaque, headstone, cornerstone or other structure or ornament affixed to or intended to be affixed to a grave, lot, plot, crypt or niche or other structure or place intended for the burial of human remains.

MONUMENT: a granite structure projecting above the ground including a base of granite.

NICHE: a compartment within a columbarium designed for the entombment of cremated human remains.

OWNER: Archdiocese of Kingston, represented where applicable by its' duly appointed agents and employees

PARISHIONER: a person and/or family who attends St. John's Parish and contributes financially to the upkeep of the Church and Cemetery

NON PARISHIONER: a relative of a parishioner (as above) who may have been a parishioner at one time, or who or lives out of the area.

PERSONAL REPRESENTATIVE: a) in the case of a deceased Interment Rights Holder the duly qualified Estate Trustee of the Estate of the deceased Interment Rights Holder, or in the absolute discretion of the Parish, where there is no Estate Trustee and circumstances dictate, the next-of-kin of the deceased Interment Rights Holder, and b) in the case of a living Interment Rights Holder, the person or persons holding a valid and effective power of Attorney for property granted by such living Interment Rights Holder.

PLOT: an area of land within a Cemetery comprising two or more lots for which the interment rights have been sold as a unit.

PRE-NEED: interment rights, supplies and services purchased in advance of need.

REGISTRAR: means the Registrar from time to time appointed by the Act.

WREATH/ SADDLE WREATH: an artificial floral arrangement of plastic, or silk-like flowers placed on a metal wreath stand or on top of an upright monument.

ADMINISTRATION

Interment Rights shall be conveyed to the Interment Rights Holder by such form of certificate as may from time to time be adopted by the Board and approved by the Bereavement Authority of Ontario.

Management and direction shall be entrusted to an appointed Board of Trustees who shall, without remuneration, supervise the operation of the Cemetery. The Board, comprised of at least three members shall be appointed by the Pastor of the Parish, following consultation with the Archbishop of Kingston. The Board shall work in collaboration with, and under the direction of, the Pastor who shall be responsible for the Cemetery.

The Board shall meet at least twice each year, including the Annual General Meeting, at the Annual General meeting, the Financial Statement shall be presented, the Price List set and matters regarding cemetery upkeep and maintenance resolved. At this meeting, the Board members shall elect from among themselves the Chairperson for the year and other officers as necessary. If required, additional meetings may be called by the Chairperson.

The Secretary-Treasurer shall record the minutes of the meetings and the resolutions adopted, have the care of all the records and documents, and conduct all correspondence. The Secretary-Treasurer shall keep a proper record of all money transactions pertaining to cemetery operations.

Income received by the Cemetery shall be used exclusively for the purposes of the Cemetery.

The Secretary-Treasurer shall have custody, under the Board of Trustees, of the Cemetery. No interment or disinterment of bodies shall take place without notice to the Secretary-Treasurer, who shall see that a proper Burial Permit or other certificate required by law is furnished in each instance.

The Diocese, the Parish, the Board and all others responsible for the Cemetery shall not be liable for any loss or damage from causes beyond their control.

The Board shall take reasonable precautions to protect the property of the Interment Rights Holder, but assumes no liability nor responsibility for the loss of any article that is placed on a lot, grave, crypt or niche.

In all matters not specifically covered by these By-laws, or as special circumstances may arise, the Board of Trustees may do anything which is deemed reasonable on the premises, and such determination shall be binding upon the Interment Rights Holder and all parties concerned.

There shall be no rights implied or expressed except those granted to the Interment Rights Holder in these By-laws.

There shall be a person in charge of each business location indicated on the license.

The person in charge of day-to-day operations shall have completed the education requirements described in the regulations unless they meet the exemption requirements.

The Cemetery operator shall maintain a register of interments and interment rights that includes the following information:

Name and address of interment rights holder and particulars of the lot.

Name and address of original purchaser of rights and the particulars of the sale or transfer to another person

The name, date and location of interment of human remains.

This information is to be made available to the public.

GOVERNMENT RELATED

Information obtained in the course of carrying out the duties prescribed in the regulations shall be persevered in secrecy. There is an exception to this secrecy for communication with:

- The government agencies carrying out the administration of the Funeral Burial and Cremation Services Act, 2002 and legislation related to Consumer Protection.
- Law Enforcement Agencies
- The person to whom the matter relates and their counsel.

The following records shall be retained:

- Records of all money received or disbursed, including details of each account with a depositary.
- Records of all deposits and withdrawals for money required to be held in trust Under section 52 of the Act, including for each deposit or withdrawal, the unique Identification number or code for the contract to which it relates.
- Records of all deposits and withdrawals of money required to be held in trust Under section 53 or 55 of the Act.
- All trust agreements that the operator has entered into with a trustee relating to prepaid trust money or care and maintenance fund.
- Copies of all statements, all receipts, all contracts including voided contracts, all Invoices and all similar documents issued by the operator.
- Financial records that readily identify and that may be used to verify individual

transactions for each account or fund that the operator maintains, including but not limited to statements from depositaries and third party trustees, deposit records, pass books and cancelled cheques, as applicable.

-For each contract in respect of which money is required to be held in trust under section 52 of the Act, and for each contract funded by an annuity or insurance contract, including group insurance, a record, as applicable, containing the following information:

- i The date of the contract
- ii The unique identification number or code for the contract
- iii The name and address of the purchaser
- iv The total price of the contract
- v The payments received under the contract
- vi The amount of money deposited in a trust account or trust fund
And the date on which the deposit is made
- vii The name of the depositary, the number of the trust account or trust Fund into which the money is deposited and details of any investment of the money
- viii The date on which the contract is fully performed or is cancelled
- ix If the contract is fully performed, the total price for which the contract was performed.
- x The amount of any refund of money paid under the contract
- xi The amount of any refund of money paid under the contract.
- xii The details of any annuity or insurance contract, including group insurance, relating to the contract, including:
 - a) The unique identification number or code for the annuity or Insurance contract, including group insurance,
 - b) The name and address of the insurer or the issuer of the annuity Or insurance contract, including group insurance,
 - c) The beneficiary under the annuity or insurance contract, including group insurance, and
 - d) The value of the annuity or insurance contract, including group insurance
- xiii If the provision of any licensed supplies or services under the contract is to be triggered by the death of an individual designated in the contract, the individual's name and address, the individual's date of birth, or approximate age, the individual's date of death when known, and the place of death and the place where the body was interred, cremated or otherwise disposed of. O.Reg.30/11.s.99

Records shall be retained for the following duration:

- a) Contract related records: six years from the date the contract is fully performed or cancelled.
- b) Price Lists: six years from the date the price List was last in effect.
- c) Any other records required to be kept: six years from the date it was created.

CARE AND MAINTENANCE FUND OR ACCOUNT

The Cemetery shall have a Care and Maintenance Fund or Account to generate income for the care and maintenance of the Cemetery.

The Cemetery shall pay the prescribed amounts for Interment Rights and Markers into the Care and Maintenance Fund or Account whether or not the Cemetery receives this amount from the purchaser of the interment rights or instalments of a marker.

If the money to be paid into the Care and Maintenance Fund or Account is not immediately paid, it shall be held in trust until it is paid into the Fund or Account or otherwise paid out in accordance with the regulations.

Payment into the Care and Maintenance Fund or Account shall be done within 60 days of sale of interment rights or interment, whichever comes first.

If the purchaser is paying by instalments, the operator shall make payment into the Care and Maintenance Fund or Account the pro rate portion within 60 days of receiving each instalment payment.

For markers, payment into the Care and Maintenance Fund or Account shall be done within 60 days of marker instalment.

The income from money paid in respect of markers into Care and Maintenance shall be used to stabilize, maintain, secure and preserve markers in the Cemetery. The income remaining after completion of this work can be used to do the same in other Cemeteries operated by the same operator. This income can be used to pay for worker wages and benefits for the described work on markers.

Income from money paid into Care and Maintenance other than in respect of markers shall be used to maintain, secure and preserve the Cemetery, including grounds, buildings, structures and markers, and the equipment used to perform this work. The income remaining after completion of this work can be used to do the same in other Cemeteries operated by the same operator. This income can be used to pay for worker wages and benefits for the described work on markers.

The trustee shall pay the income from the Fund, after the Trustee's deductions, to the Cemetery Operator. No payment shall be taken from the capital portion of the Fund.

The rates of contribution to Care and Maintenance for Graves:

- From the sale price of an in-ground grave that is 24 square feet or larger,
You need to contribute either 40% of its price or \$250.00 – whichever is greater
- From the sale price of an in-ground grave that is smaller than 24 square feet you
Need to contribute either 40% of its price or \$150.00 – whichever is greater
- For crypts, the greater of 20 % of the purchase price or \$500.00
- For niches, the greater of 15% of the purchase price of \$100.00

The rates of contribution to the Care and Maintenance for markers:

- Flat marker over 173 square inches, \$50.00
- Upright monument up to four feet in height or width, \$100.00
- Upright monument over four feet in height or width, \$200.00
- Exemption: replacement markers for damaged ones that cannot be repaired

SALE AND TRANSFER OF INTERMENT RIGHTS

The Board shall be the exclusive seller of Interment Rights for the Cemetery.

Interment Rights may be purchased from the Board at the rates indicated on the Price list on display at the office.

Purchasers of Interment Rights shall acquire only the right and privilege of interment of the dead and of placing markers, subject to the Cemetery By-laws from time to time in force and approved by the Bereavement Authority of Ontario.

Payment for Interment Rights shall be made at the office.

The Cemetery Board shall provide each Interment Rights Holder at the time of sale with:

- I a copy of the contract,
- li a copy of the Cemetery By-laws
- lii and, upon payment in full, a Certificate of Interment Rights

Prices for Interment Rights and related services shall be set out in the most recent Price List which has been filed with the Bereavement Authority of Ontario and that is on display at the office. Prices shall include the applicable portion for deposit to the Care and maintenance Fund, as prescribed by the Funeral, Burial and Cremation Services Act, 2002 and the regulations.

INTERMENT OPTIONS

Individuals having Interments Rights for an Adult Lot having perimeter dimensions less than 30 inches in width by 120 inches in length may not be conducive with current legislative requirements and interment practices. Clarification of their Rights in compliance with the Cemeteries Act and current Cemetery By-laws may need to take place.

Adult Standard Lot

The capacity of a Lot is one traditional interment and three cremation interments interred above the container utilized for traditional interment, or up to four cremation interments. The use of a concrete outer shell for traditional interment will restrict the size of cremation urn or outer encasement to a height of less than 14 inches. A standard adult lot provides for the placement of one monument and one marker, or two markers.

Cremation Lot

The dimensions are 24 inches by 24 inches inclusive of flat marker spacing, with the capacity of interment of the cremated remains of one individual only. The planting of flower gardens within this section is prohibited.

Columbarium Niches

12 inches wide by 12 inches in height by 12 inches in depth will accommodate the cremated remains of two individuals only.

Stand Alone Columbarium (modified monument)

Stand Alone Niches inside monuments will not be allowed in the Cemetery. Urns will be placed in the Columbarium provided by the Cemetery Board or buried in the ground only, as per stipulations with regard to the number of cremation burials in the blaws.

30 DAY COOLING OFF PERIOD

The purchaser is entitled to cancel the contract at any time within 30 days after the day the contract has been signed. Provided it has not be exercised.

A purchaser may cancel a contract as long as it has not been exercised by giving the operator written notice of the cancellation

An operator who receives a notice of cancellation shall, within 30 days after receiving the notice, refund to the purchaser all money received under the contract.

TRANSFER OF INTERMENT RIGHTS

No refund shall be made for any plot if any lots within it have been exercised. A person who holds interment rights with respect to a lot in a Cemetery plot is not entitled to cancel the contract under which the Rights were purchased if Interments Rights to another lot in the Plot have been already exercised.

Any plot, lot, niche or crypt is intended for use, for interment purposes only, the Interment Rights Holder or, upon his or her written consent, by his or her immediate family or relatives, Interment Rights may be re-sold assigned or otherwise conveyed by the Interment Rights Holder to any other person as may be provided in the act, provided, however , that (i) a completed Endorsement for Sale or Transfer of the Interment Rights has been provided to the Cemetery Office with a written request or direction that the Cemetery Office register such a sale or transfer on the Cemetery records in accordance with these By-laws and the Act, and (ii) the prescribed administration fee for the issuance of a new Interment Rights Certificate has been paid to the Secretary-Treasurer and such new Certificate issued by him. Notwithstanding the foregoing, however, no person other than the owner shall be permitted to re-sell, or offer or solicit for resale, Interment Rights from within the Cemetery or any part thereof. Without limiting the foregoing prohibition, no person may in respect of any Interment Rights, canvas for sale, distribute brochures, advertisements, business cards or any other material or literature within the Cemetery or place any sign upon any plot, lot, crypt or niche, for the purpose, direct or indirect, of offering such Interment Rights for resale, or transfer or profit. In the event of a transfer of Interment Rights by way of re-sale, the selling price received by the seller of such Interment Rights shall not exceed the then current price for comparable Interment Rights with in the Cemetery as set out in the Cemetery price list in effect at the date such sale or transfer is completed.

The Interment Rights Holder may transfer the Interment Rights by gift, bequest or other transfer.

The transfer party must be approved by the Board:

- i) Roman Catholic parishioner of St. John the Evangelist, Gananoque or the Mission of St. Philomena, Howe Island

- ii) If non-parishioner of St. John the Evangelist, Gananoque, or the Mission of St. Philomena, Howe Island the purchaser must be: Roman Catholic and must have a connection to the parish: ie) family buried in the Cemetery or family members part of the parish.

An interment Rights Holder must file a written designation naming persons who may be interred or entombed in the lot plot, grave, crypt or niche registered in his or her name, and unless countermanded in writing, interments will be permitted in accordance with such designation.

In the absence of any written designation on file, a request for the interment of any person other than the Interments Rights Holder shall be made in writing by the Interment Rights Holder. Notice of any intended interment or entombment in a lot, plot, grave, crypt or niche must be given to the Secretary-Treasurer at least sixteen working hours prior to the time fixed for interment.

Each Interment Rights Holder shall notify the Cemetery Office of any change in his/her post office address. Notice sent to an Interment Rights Holder at the last address according to the Secretary-Treasurer's records shall be deemed to have been received when in the ordinary course of post, it would have reached them at the address in the records.

In the event of the death of the Interment Rights Holder, the Owner shall, upon the written application of the Personal Representative of the deceased Interment Rights Holder, identifying the proper successor in ownership to the Interment Rights record such successor in ownership as the new Interment Right Holder and issue a new Interment Rights Certificate in the name of such successor Interment Rights Holder.

Any person becoming the Interment Rights Holder by succession shall take the Interment Rights subject to all existing written designation which the deceased Interment Rights Holder has made and filed with the Office during the lifetime of such Interment Rights Holder.

In the event the Interment Rights are being recorded in the names of more than one person, such persons shall be deemed to be joint tenants of the Interment Rights with full right of survivorship, with the intent that the interest of any such person shall, upon such person's death, pass automatically by operation of law, to the other Interment Rights Holder or Holders.

In determining the status or authority of any person to act as a Personal Representative of a deceased Interment Rights Holder, or the right or claim of any person to be an Interment Rights Holder, or the Authority of any other person to deal with or provide direction to the owner in respect of any matter relating to Interment Rights, a grave, plot, lot, crypt, niche, marker, monument or any other matter or thing to which these By-laws relate, the Office shall be entitled to require the production of certified or notarized copies, of such wills, codicils, supporting affidavits, or other documents as the Owner, in its sole discretion, deemed to be necessary or advisable in the circumstances.

Resale of Rights to Cemetery Board

The Interment Rights Holder may sell their Interment Rights in a lot which has not already been exercised, either to a third party, **while conforming** to the By-laws, or request the Board to repurchase.

Resale of Rights to Third Party

An Interment Rights Holder has the right to sell the Interment Rights before the rights are exercised to a third party, **they will be subject to the same stipulations of the By-law** as the original purchaser.

The Board may apply to the registrar for a declaration that Interment Rights are abandoned, and may re-sell Interment Rights that have been declared to be abandoned, in keeping with the Funeral Burial and Cremation services act, 2002.

INTERMENTS, DISINTERMENTS AND ENTOMBMENTS

Interments shall take place throughout the year unless weather does not permit.

An interment shall consist of: *as of March 1, 2013

One (1) full size traditional interment and two (2) cremation interments

Or two (2) cremation interments only

** purchased 1997 to March 2 2013:

One (1) full size traditional interment and four (4) cremation interments

Or four (4) cremation interments only.

** purchased prior to and including 1996:

One (1) full size traditional interment only

Multiple depth burials are not suitable at this Cemetery

The Board shall request those wishing to make a selection of a lot, crypt, or niche or to arrange for a funeral, interment or entombment, to call at the Parish Office in ample time to complete arrangements. Notice of any intended interment in a Lot or inurnment in a niche must be given to and confirmed by the Office, with the provision of at least sixteen working hours prior to the time fixed for the interment or inurnment.

Any human remains which have been cremated in violation of the provisions of Canon Law shall not be interred in the Cemetery.

Roman Catholic services shall be conducted only by a cleric holding faculties from the ordinary of the Diocese.

Any person ordering an interment, disinterment or removal shall be responsible for the Cemetery charges for these services. If such charges are not paid in advance, to the Office the interment, disinterment or removal may not be permitted.

Manufacturers of concrete vaults must service their own vaults and provide their own lowering device.

Funerals shall not be admitted to the Cemetery when accompanied or escorted by regalia or banners which explicitly exhibit ideologies opposed to Church teaching.

Compliant with Catholic Directives regarding the disposition of cremated remains, presented by the Diocese of Kingston:

“When the body is cremated, the cremated remains are to be treated with the same respect as would be accorded the body. In the Catholic tradition the ashes of the deceased are to remain integral.

This means that cremated remains are NOT to be:

Divided among family members or friends;

Placed in articles to be worn, or kept as mementos;

Kept in a home;

Divided for interment in more than one location;

Commingled with the cremated remains of those of another person or animal;

Scattered on land or sea.

In the case of any of the above, the Church does not offer a prayer service.”

The Cemetery shall not knowingly accept cremated remains that are not representative of those provided as originally refined prior to the packaging process of the facilitating crematory, nor permit the scattering of cremated remains in any manner.

Remains to be interred in a grave shall be enclosed and sealed securely in a container of sufficient strength to permit interment with the container remaining intact. The container shall be of a size to permit interment within the dimensions of the Lot. A cement rough box is highly recommended unless the remains are in a steel casket.

The following documents are required to exercise Interment Rights in the Cemetery: Burial permit or Certificate of Cremation, Certificate of Interment Rights or predecessor easement, and Order for Interment. Additionally, the following documents may be required: Authorizing Document, when the legal representative or their heir-at-law is exercising Interment Rights and Removal Order, when necessary.

The Interment fee payment, as prescribed in the Price List, shall be deposited at the Office before the interment or entombment shall take place.

No Lot shall be opened for interment or disinterment by any person not in the employ or under the direction of the Board, except under special circumstances and by permission of the Board.

A representative of the Board shall supervise each interment.

A written statement with the name, place of birth, late residence, age and date of death of the person to be interred, and a name of the funeral director or transfer service shall be provided to the Office prior to the interment.

Disinterment shall not be permitted without the written consent of the Medical Officer of Health and of the Interment Rights Holder, except on an order from the Court or as provided in the Funeral, Burial and Cremation Services Act, 2002.

No person shall remove human remains from the Cemetery unless a certificate of a Medical Officer of Health or of the Board, confirming compliance with the Funeral, Burial and Cremation Services Act and the regulations, is affixed to the container. It is to be noted that this does not apply to cremated human remains. A Burial Permit under the Vital Statistics Act is required to reinter human remains that have been disinterred in accordance with the Cemeteries Act.

The Board shall exercise all due care in making interments and disinterments, but shall not be responsible for damage sustained to any casket, urn or other container during disinterment.

The Board shall reserve the right to correct at its expense any error that may be made by it in making interments or disinterments, or in the description, conveyance or transfer of any Interment Rights. The Board may cancel such conveyance and substitute and convey in lieu thereof other Interment Rights of equal value and similar location, as far as possible, or may refund all monies paid on account of such purchase. Notice of such correction shall be given to the Interment Rights Holder. If unable to be delivered personally, notice shall be provided by mail to the Interment Rights Holder or legal representative at the last appearing address in the record books of the Cemetery. In the event that any such correction involves the disinterment of human remains, the Cemetery shall obtain the approval of the Medical Officer of Health and the consent of the Interment Rights Holder.

Family members are not permitted to be present during a disinterment.

In the event that the depth of soil is found to be insufficient for interment, the Board shall reserve the right to substitute and convey in lieu thereof other Interment Rights of equal value and similar location.

Notice of interment shall be given to the Secretary-Treasurer at least 36 hours in advance. The Board shall not be responsible for the preparation of graves without such notice.

Interment shall be permitted between the hours of nine o'clock in the forenoon and three o'clock in the afternoon or at other times by permission of the Board. **An additional fee may be charged.** Interment shall not be permitted on Sunday, **or during the Easter Triduum.**

Additional charges for interment on statutory holidays and on Saturdays shall be as prescribed in the Price List.

Due to the increasing use of oversized outer containers, the Board shall have authority to reduce the number of grave openings that may be made in any plot.

Funeral processions within the Cemetery shall follow the designated route.

Committal services shall be in keeping with the teachings of the Church. Committal services for Roman Catholics shall be conducted by Roman Catholic clergy, or their delegates with the prior approval of the Pastor concerned. Non-Catholic committal services shall have the prior approval of the Pastor concerned.

The Board shall permit within the Cemetery only those activities and insignia approved by the Church.

CONTAGIOUS DISEASES

Under the Ontario Ministry of Health Regulation 557 – Communicable Diseases. It is a requirement that the Office be notified prior to arrangements being made for an interment, entombment, disinterment, or disentombment if a death is a result of, or the deceased had contracted a contagious disease.

In the event a contagious disease has been confirmed, the Cemetery reserves the right to adhere to recognized Health and Safety practices, whether established by the Ontario Ministry of Health, the Local Public Health Office or the Owner.

Except in cases of extreme necessity such as the danger of contagion or infection, or in a case of epidemic, an interment or entombment shall not be made on Sundays or Statutory holidays. The Cemetery may designate the hour and manner in which burials may be made.

CARE OF LOTS – GENERAL

The Cemetery is maintained under the Care and Maintenance Fund and all Interment Rights sold in respect of the Cemetery are covered by the Fund. A portion of all monies received from the sale of Interment Rights and markers is invested and the income derived there from is available for maintenance,. The above mentioned Care is to be understood as the care and maintenance of plots, lots, graves, crypts and niches necessitated by natural growth and ordinary wear, and includes cleaning, planting, cutting, etc. and care of lawns, trees, shrubs, cleaning and maintenance of roadways, walks and buildings, owned by the Cemetery, provided there are sufficient funds for that purpose. The term “Care” shall in no case mean the replacement of any memorial placed or erected upon any lot; nor the planting of flowers or work in the Cemetery, including work caused by impoverishment of the soil or disruptions of water supply facilities.

Lots for which Interment Rights have been sold or assigned shall be maintained and kept properly graded, sodded and mowed by the Board.

Borders, fences, railings, cut-stone coping and hedges in or around lots shall be prohibited. Trees and shrubs shall not be planted on a lot.

The Board shall not be responsible for the loss of, or damage to, articles left upon a lot.

Nails, wires, wooden crosses, articles of glass, pottery or any other material which, when neglected or broken, may create a hazard to workers or visitors shall not be permitted.

Articles which are detrimental to efficient maintenance or which constitute a hazard to machinery, employees or visitors, or which are unsightly or do not conform with the natural beauty or design of the Cemetery, shall be removed. If the articles have any value, the Interment Rights Holder shall be notified where possible. Articles not collected by the Interment Rights Holder within 30 days shall be discarded.

Work done upon a lot shall be with the permission of the Board.

Implements or material used within the Cemetery shall be removed without delay by those responsible and, if this is not done, the Board may remove the same at the expense of those responsible.

Rubbish shall not be thrown on roads, walks or any part of the Cemetery grounds, but shall be removed from the Cemetery or deposited in the waste receptacles located on the grounds.

The grading of the lot or plot shall not be charged without the authorization of the Board, and in the case of any such change, the Board may restore the lot to its original grade at the expense of those responsible for the change.

Trees and shrubs already situated on a lot which have become, by means of their roots, branches or in any other way, detrimental to the adjacent trees, lots, drains, roads or walks, or prejudicial to the general appearance of the grounds, or inconvenient to the public, may be removed from the lot in whole or in part by the Board after 30- days' notice has been given to the Interment Rights Holder.

CARE OF LOTS – FLOWERS

A maximum of two shatter-resistant vases or pots of fresh-cut, potted or artificial flowers – placed in an above-ground frame resting on the base stone or die stone shall be permitted on each lot from April 1 to October 31 inclusive. Wreaths on stands shall be permitted from November 1 to March 31 inclusive.

The permanent installation of vases and candle holders shall not be permitted.

Vases, containers, wreaths or flowers which are left beyond the designated time, or which become unsightly or which interfere with grass cutting, may be removed by the Board. If the articles have any value, the Interment Rights Holder shall be notified, where possible. Articles not collected by the Interment Rights Holder within 30 days shall be discarded.

The Board shall not be liable for vases, containers, wreaths or flowers placed on Cemetery property.

MARKERS – GENERAL INFORMATION

The Board is obliged to maintain all markers to ensure the safety of the public and to preserve the dignity of the Cemetery and shall not be liable for any reasonable wear and tear or for the reconstruction of any marker, granite, bronze or concrete work in the Cemetery, injured or damaged by any cause, direct, or indirect, beyond the Board's reasonable control.

The Board shall reserve the right to determine the size of markers and the location of markers on each lot or plot.

Those intending to install a marker in the Cemetery shall pay to the Secretary-Treasurer the appropriate amount for the Care and Maintenance Fund, as indicated on the Price List and prescribed by the regulations, prior to the installation of the marker.

Markers shall not be delivered to the Cemetery without prior receipt by the Board of a Request for Marker Installation form containing the following information:

Name and address of the Interment Rights Holder;

In the case of an upright marker:

Dimensions of the die stone (height, width, thickness)

Dimensions of the base stone (height, width, thickness)

Description of the marker

In the case of a flat marker, dimensions and description of the marker

Instructions for the placement of the marker.

No marker, or other structure shall be placed in or upon a lot or plot until accrued charges have been paid in full.

No marker, footstones or memorial of any kind shall be placed, moved, altered or removed without authorization from the Board.

The Board shall take reasonable precautions to protect the property of the Interment Rights Holder, but shall assume no liability nor responsibility for the loss of, or damage to, any marker, except where such damage or loss is due to its own negligence.

A marker, memorial or other structure which becomes unsightly or dangerous may be repaired, reset or laid down by the Board to ensure the safety of the public and to preserve the dignity of the Cemetery.

The Interment Rights Holder shall not be notified by the Board in writing, where possible, when a marker, memorial or other structure on the lot or plot of the Interment Rights Holder is to be repaired, reset or laid down.

UPRIGHT MARKERS

There shall be not more than one upright marker on any lot.

Stand Alone Columbarium (modified monuments to contain urns) are not permitted.

The upright marker shall be placed at the head of the lot or the place reserved for it, unless adjoining (end-to-end) lots or plots are owned by the same interment Rights Holder, in which case both sides of the die stone may be used for inscription.

The die stone and base stone shall be constructed on granite.

The maximum height of the upright marker (die stone and base stone shall be 1.12 metres (44 inches).

The minimum thickness of the die stone shall be 15 centimetres (6 inches) for upright markers not exceeding 86 centimetres (34 inches) in height, 20 centimetres (8 inches) for upright markers exceeding 86 centimetres (34 inches) but not exceeding 1.07 metres (42 inches) in height, and 25 centimetres (10 inches) for upright markers exceeding 1.07 metres (42 inches) but not exceeding 1.12 metres (44 inches) in height.

A tolerance of 1.27 centimetres (0.5 inches) shall be permitted in the dimensions of markers.

The width of the base stone on a single lot shall not exceed 60 percent of the width of the lot. The width of the base stone on a double lot or larger shall not exceed 50 percent of the width of the plot.

Minor scraping of the base stone due to the grass mowing operation shall be considered by the Board to be normal wear.

The die stone of markers 15 centimetres (6 inches) in thickness and the die stone of marker 20 centimetres (8 inches) or more in thickness and less than 76 centimetres (2 feet, 6 inches) in width and 61 centimetres (2 feet) in height shall be adequately dowelled to the base stone. The dowel pin shall be of a non-corrosive coarse-threaded material (e.g. stainless steel, bronze), not less than 1.27 centimetres (0.5 inches) in diameter. The dowel hole shall be drilled no more than 0.32 centimetres (0.125 inches) larger than the diameter of the dowel pin. The dowel pin shall be inserted not less than 15 centimetres (6 inches) into the base stone and the die stone, and shall be set in a dry mode.

Free standing crosses and statues shall be secured to the die stone or base stone by a minimum of two dowel pins, which shall be epoxied in place.

Upright markers shall have no uncovered vertical joints.

Foundations for markers shall be build by or for the Board at the expense of the Interment Rights Holder.

The foundation shall be installed in the designated space and in the specified dimensions. If incorrect dimensions have been given on the Request for Marker Installation form, the foundation shall be removed and rebuilt by the Cemetery at the expense of the Interment Rights Holder. The foundation shall be the greater of 1.4 metres (4 feet, 6 inches) in depth or the full depth of the grave. The foundation shall be set at the direction of the Board.

Foundation technical specifications shall be as follows:

The required concrete mix for the foundation shall be 20.5 MPa (3000psi), maximum 75 Millimetres (3 inches) slump, maximum 20 millimetres (0.8) aggregate and 6% +/- 1% air entraining agent.

Concrete shall be placed only following approval by the Board of the grades and after the removal of all loose material from the grade. The placement shall commence at the low point in the grade and the concrete shall be thoroughly consolidated to eliminate all air pockets.

Concrete shall not be placed to overlap concrete that is partially set.

The dimensions of the bottom of the foundation shall be at least equal to the dimensions of the top of the foundation.

The dimensions of the top of the foundation shall be at least equal to the Dimensions of the base stone.

The top surface of the foundation shall be level, with a tolerance of 2 millimetres (0.06 inches).

The surface of the foundation shall be flush with the surrounding ground level.

The foundation shall be shored with braced plywood forms where soil conditions warrant, and the top edges of the foundation shall be formed.

Conditions such as clay, underground water and filled land may require a floating type of foundation over 20-millimetre (0.8 inch) clear, crushed stone.

The finished concrete shall be cured for a minimum of 48 hours before the marker is placed, and shall be protected during curing by being covered completely. Defective areas of the foundation shall be repaired to the satisfaction of the Board.

A proper bonding agent and re-bar shall be used when it is necessary to add to an existing foundation.

The lot or plot upon which foundation work is executed shall be returned to a condition satisfactory to the Board and at the expense of the contractor.

The contractor shall be under the supervision of the Board.

Upright markers shall be set by or for the board, at the expense of the Interment Rights Holder and upon payment of the fee prescribed in the Price List.

Marker inscriptions shall be in keeping with the dignity and decorum of the Cemetery.

Book or pillow markers shall not be allowed in the Cemetery.

The marker of a Canadian or Allied veteran or for a Commonwealth war interment shall not be altered or moved without the agreement of the Federal Department of Veterans Affairs, the Commonwealth War Graves Commission or such other authority as is prescribed by statute. This shall apply only where the Federal Department of Veterans Affairs has contributed to the cost of interment.

FLAT MARKERS

Flat markers or footstones of bronze or granite are permitted with size and quantity restrictions according to the section of the Cemetery and the regulations deemed necessary as per the size of the lot or plot. Flat markers shall be placed such that they do not interfere with future interments.

The maximum dimensions of flat markers shall be as follows:

Infant grave 25 centimetres (10 inches) by 30 centimetres (12 inches)

Child grave, 25 centimetres (10 inches) by 41 centimetres (16 inches)

Single grave, 36 centimetres (14 inches) by 61 centimetres (24 inches)

Double grave and larger, 46 centimetres (18 inches) by 122 centimetres (48 inches)

One flat marker and one upright marker, or two flat markers, shall be permitted on each grave, and one shall be at each end of the grave.

The flat marker at the foot of the grave shall not exceed 36 centimetres (14 inches) by 61 centimetres (24 inches)

The minimum thickness for flat granite markers and for the bases of flat bronze markers shall be 10 centimetres (4 inches)

Flat markers shall be set by or for the Board, at the expense of the Interment Rights Holder and upon payment of the fee prescribed in the price List.

The installation of flat markers shall be within 30 days of acceptance by the Board, if suitable conditions exist. The storage of flat markers during winter months shall not be permitted. The delivery of flat markers shall be within the normal working hours of the Cemetery.

REGULATIONS FOR MARKER DEALERS, CONTRACTORS AND WORKERS

Markers shall be delivered to the Cemetery only after the Request for Marker Installation form has been presented to the Office.

Marker dealers shall indicate the date by which the foundation is required, which shall be at least 15 days following the date of notice.

The marker shall not be delivered to the Cemetery until the foundation is completed and the Board is ready to proceed with the installation.

In the case that the marker is to be installed by the marker dealer, the marker dealer shall give at least five days' notice to the Board. The installation of the marker shall be supervised by the Board.

Marker dealers and contractors shall provide Workers Compensation coverage and adequate liability insurance when performing work in the Cemetery.

The demeanour of workers employed by others in the Cemetery shall be subject to the supervision of the Board.

Work shall be done during regular Cemetery hours, unless by special permission of the Board.

Work shall not be commenced on Saturday that cannot be finished, and the litter and debris removed, by the hour of noon of that day.

Heavy loads shall not be permitted in the Cemetery when the roads are in an unfit condition.

No marker dealer shall park on the grass unless directed to do so by the representative of the Board.

Contractors, masons and stone cutters shall lay planks on the lots and paths over which heavy materials are to be moved to protect the surface from damage.

The installed marker shall not be moved or removed without written permission from the Board.

There shall not be a variance of more than 1.27 centimetres (0.5 inches) in dimensions of the die stone and base stone provided on the work order and the dimensions of the die stone and base stone delivered.

Implants and materials used in the performance of any work shall be placed where the Caretaker may direct, and rubbish and surplus earth shall be removed when, to where and in such manner as the Caretaker may order. In the case of non-compliance, the obstructions will be removed and the expense charged to the marker dealer or contractor.

VISITORS

Visitors shall be permitted at the Cemetery during the prescribed open hours.

Visitors shall respect the sacred nature of the Cemetery.

Children under the age of 16 years shall not be admitted to the Cemetery grounds unless accompanied by an adult, who shall be responsible for their good conduct.

Pets shall not be permitted on the Cemetery grounds.

Parades and assemblies other than funeral processions shall not be permitted on the Cemetery grounds without prior authorization from the Board.

The partaking of food and beverages on the Cemetery grounds shall not be permitted.

Vehicles on the Cemetery grounds shall be driven at a moderate rate of speed and shall not leave the designated roadways unless directed to do so by the Caretaker or a representative of the Board.

All terrain vehicles, snowmobiles and similar vehicles shall not be permitted on the Cemetery grounds.

Owners and drivers of vehicles shall be responsible for damage inflicted by their vehicles while on the Cemetery grounds.

The discharge of firearms, except at interment services for which permission has been granted by the Board, shall be prohibited on the Cemetery grounds.

Rubbish shall be placed in the appropriate receptacle and shall not be thrown on the Cemetery grounds.

A person disturbing the quiet and good order of the Cemetery or who otherwise violates these By-laws shall be expelled from the Cemetery grounds.

A person who, on the Cemetery grounds, damages or moves any tree, plant, marker, fence, structure or other things usually erected, planted or placed in a cemetery is liable to the Board and to Interment Rights Holders whose property, as a result, incurs damage.

Complaints by Interment Rights Holders or visitors shall be made to the Office and not to workers on the Cemetery grounds.

Members of the Board, or its representatives, shall be authorized to preserve order and decorum on the Cemetery grounds.

The sale or solicitation of goods and services, or the posting of signs, notices or advertising of any kind shall not be permitted on the Cemetery grounds without the prior authorization of the Board.