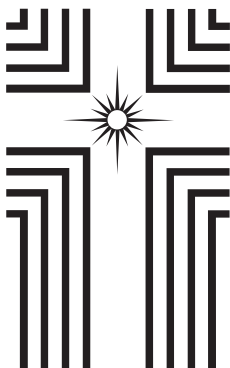


# **BY-LAWS FOR THE OPERATION OF**



## **ST. MARY'S ROMAN CATHOLIC CEMETERY COLLINGWOOD, ONTARIO**

**Operated by the Board of Trustees  
under the auspices of  
The Archdiocese of Toronto**

**With Business Office located at:  
63 Elgin St., Collingwood,  
Ontario, L9Y 3L6  
Tel: (705) 445-1790**

These Operating By-laws have been filed/approved by the Registrar  
under the Funeral, Burial and Cremation Services Act, 2002.



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## FOREWORD

Ever since the Sacred Body of our Crucified Saviour was reverently laid to rest in the tomb, there to await the hour of its glorious Resurrection, the Church has been most solicitous to surround the burial of those who hope to rise with Christ in an atmosphere of deep Christian faith and profound reverence. In the Funeral Mass and burial prayers, the Church gives voice to her belief in the Christian doctrines of the Resurrection of the body, the Communion of Saints and Life Everlasting. As a further seal and symbol of that faith, the Church sets apart and solemnly blesses the place in which the bodies of her faithful departed await the day of Resurrection.

The word Cemetery recalls our faith in Christ, and reveals His promises. It means the sleeping place. Catholics revere the Cemetery and are particularly solicitous that it be well kept and protected from desecration. Archbishop Ireland expressed the Catholic viewpoint at the time of the solemn blessing of the graves in St. Mary's Cemetery, Minneapolis, USA, when he said:

“Next to the Church, the tabernacle of the living God, is the Cemetery, the earthly home of the departed - God's Acre, as Catholic piety was once used to call it - it is the most sacred of places. There, God is vividly present, in the nothingness of time, in the awful reality of eternity. The lesson is striking - time and the things of time are passing shadows: only eternity and the things of eternity have value. There, our relatives and friends are at sleep, awaiting the morning of the resurrection: their memories meanwhile thrilling us with hope in God's love, if we are faithful to His laws, with dread of his judgements if we dare betray Him. There, too, we are put into sweet communings with the loved ones who have gone away, bidden there as we are in manner most effective to offer prayer and supplication for them, and bidden, too, to invoke in our favour their intercession before the throne of grace. Nowhere, outside the Church, are we put into such close converse with God and the other world as we are in the Cemetery. Oft should we go thither to recreate in ourselves the thoughts of God and of eternity, to pay the tribute of love and reverence to the dead whom we mourn, to pray for the eternal repose of their souls? And because of the sacredness of the Cemetery and of the blessed memories it invokes, we should be anxious to bestow

upon it the care of love and see that the graves holding the mortal remains of our loved ones bespeak our enduring remembrance for them. Why should we forget our loved ones once the graves are open to receive them? Why not often kneel where they lie, speak with them as of old, hearken to their counsels, offer in their behalf our tribute to prayer?"

Since the very earliest days, Mother Church has found it necessary to make rules and regulations in order to protect the sacred burial places and relics laid therein. She could not and would not allow anything to transpire or be brought within the holy precincts, which would desecrate them, lessen their beauty or bring dishonour to the dead

The Cemetery is operated solely for the benefit of the Catholic public in association with and under the patronage of the archbishop of Toronto. The By-laws set out in the following pages have been adopted and brought into effect to establish and maintain good order with respect to the Cemetery and to ensure that the sacred character of the Cemetery is preserved in accordance with the mind and traditional practices of the Church.

# 1. DEFINITIONS AND INTERPRETATION

**1.01 Defined Terms.** In these By-laws the following words and terms shall have the meanings set forth opposite each of them respectively:

- (a) “Act” means the Funeral, Burial and Cremation Services Act, 2002, as from time to time amended, replaced or superceded.
- (b) “Board”, “Board of Trustees” or “Cemetery Board” means the Permanent Member and the other duly appointed members of the Board of Trustees for the Cemetery, as the same may be constituted from time to time, acting on behalf of the Owner. The officers of the Board shall include: (i) a “Chairperson”, which means the Chairperson of the Board; (ii) a “Secretary”, which means the Secretary of the Board; and (iii) a “Treasurer”, which means the Treasurer of the Board.
- (c) “Burial Permit” means a burial permit issued pursuant to the Vital Statistics Act, RSO 1990 Chap. V.4 by the Division Registrar for the Registration Division of the Municipality of Collingwood.
- (d) “By-laws” means the rules and regulations made pursuant to the Act that govern the operation of the Cemetery as set forth herein, which are separate and distinct from the Owner’s corporate by-Laws.
- (e) “Care and Maintenance Fund” means the trust fund established by the Cemetery Board for the deposit of a portion of all monies received from the sale of Interment Rights and from the sale and installation of Markers in order to provide money for the care and maintenance of the Cemetery and Markers, all as provided by the Act.
- (f) “Cemetery” means the lands comprising the St. Mary’s Roman Catholic Cemetery, located in the Town of Collingwood in the County of Simcoe, province of Ontario, owned by the Owner and held to provide for the burial of human remains, including all property and Markers situate thereon and, where the context requires or permits, also means the Owner and the Board, acting as trustee and agent for the Owner.
- (g) “Cemetery Office” means the office of the Cemetery maintained at St. Mary’s Parish Office located at 63 Elgin Street, Collingwood, ON L9Y 3L6.

- (h) “Certificate of Interment Rights” means the Certificate issued by the Cemetery Board to a purchaser of Interment Rights.
- (i) “Cremated Remains” means that which is left after a human body is cremated.
- (j) “Grave” means a space of ground within the Cemetery used or intended to be used for the burial of human remains.
- (k) “Funeral Director” means a person licensed as a Funeral Director under the Funeral, Burial and Cremation Services Act, 2002.
- (l) “Interment” means the burial of human remains.
- (m) “Interment Rights” means and includes the right to require or direct the interment of human remains in a Lot within the Cemetery.
- (n) “Interment Rights Holder” means a person holding Interment Rights with respect to a Grave or Lot within the Cemetery.
- (o) “Lot” means an area of land in the Cemetery containing, or set aside for the interment of, human remains and includes a plot or area of land comprising two or more Lots in which the Interment Rights have been sold as a unit. Extended meanings for Lot include: (i) “Single Monument Lot”, which is a Lot intended to contain one Interment on which an upright Monument is permitted; (ii) “Shared Monument Lot”, which means a Lot in which two Graves are permitted with an upright Monument installed between the two lots; and (iii) “Double Monument Lot”, which means a Lot intended to contain two Graves on which two upright Monuments are permitted.
- (p) “Marker” means any Monument, tombstone, plaque, headstone, footstone, Cornerstone or other structure, ornament or memorial affixed to, or intended to be affixed to, a Lot or Grave within the Cemetery. Extended meanings for Marker include: (i) “Flat Marker”, which means a Marker made of granite or bronze and set flush with the ground; and (ii) “Cornerstones”, which means any stone or other land Markers set flush with the surface of the ground and used to indicate the location of a Lot within the Cemetery.

- (q) “Monument” means any permanent Marker erected, or intended for erection, so as to project above the ground within the Cemetery.
- (r) “Outside Contractor” means and includes all contractors, subcontractors, monument dealers and suppliers, landscapers and other corporations, firms and individuals and their workers and employees who enter, or who propose to enter upon the property of the Cemetery to perform work or provide services.
- (s) “Owner” means Roman Catholic Episcopal Corporation for the Diocese of Toronto in Canada and, where the context requires or permits, such term includes its duly appointed agent, the Cemetery Board, acting on its behalf.
- (t) “Permanent Member” means, as regards the Board, the pastor or administrator from time to time of St. Mary’s Roman Catholic Church, Collingwood, Ontario.
- (u) “Personal Representative” means a personal representative of a deceased Interment Rights Holder who shall be the duly qualified Executor or Administrator of the Estate of the deceased Interment Rights Holder; or who may be, in the absolute discretion of the Cemetery Board, where circumstances dictate, the next-of-kin of the deceased Interment Rights Holder.
- (v) “Pre-need Supplies or Services” means any supplies and services that the Cemetery may sell to a purchaser in advance of need that are not required to be provided until the death of a person alive at the time the arrangements are made.
- (w) “Pre-need Assurance Fund” means such trust fund as may be established by the Cemetery Board, as provided by the Act, for the deposit of monies received from the sale of Pre-need Supplies or Services for the purpose of holding such monies in trust for the purchaser thereof until such Pre-need Supplies or Services are provided.
- (x) “Price List” means the price list for Interment Rights, Markers, Marker installations and other supplies and services that may be sold and all charges that may be made by the Cemetery as fixed by the Cemetery Board from time to time.



(y) “Registrar” means the Registrar from time to time appointed under the Act.

**1.02 Interpretation.** The following provisions apply regarding the reading and interpretation of these By-laws:

- (a) Any word or term appearing in these By-laws which is not defined in Section 1.01 above, but which is defined in the Act, shall have the meaning as set out in the Act.
- (b) All headings and captions appearing in these By-laws are included only for the convenience of readers and should not be taken into account for interpretation purposes.
- (c) Wherever the context requires or permits, words importing the singular shall include the plural and words importing the masculine shall include the feminine.
- (d) For the purpose the measurements contained in these By-laws, inches can be converted to centimeters by multiplying by 2.54.

## **2. GENERAL**

**2.01 Purpose of Cemetery.** The Cemetery is intended for the interment of Catholics who are entitled to Christian burial according to the rules and disciplines of the Roman Catholic Church and 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 conditions, as the Church does not wish to separate in death those who were united in life, but such interments shall be subject in each instance to specific permission from a priest or chaplain holding faculties from the Archbishop Ordinary of the Archdiocese.

**2.02 Intent of By-laws.** These By-laws have been adopted by the Cemetery Board on behalf of the Owner and approved by the Registrar and are intended for the benefit and protection of the Cemetery, the Interment Rights Holders, the Owner and the Cemetery Board.

**2.03 Other Regulations.** In addition to these By-Laws from time to time in force with regard in regard to the Cemetery, all provincial laws and regulations and municipal or other local regulations shall be observed.

- 2.04 Temporary Exceptions, Etc.** The Cemetery Board on behalf of the Owner may, without notice, make temporary exceptions, suspensions or modifications with regard to any of these By-laws when the same appears to be advisable. Such temporary exceptions, suspensions or modifications shall in no way be considered as affecting the general application of these By-Laws. Any such exception, suspension or modification shall be made in writing, subject to the approval of the Registrar.
- 2.05 Amendments, Etc.** These By-laws may be amended, altered, added to or repealed by resolution of the Cemetery Board, acting on behalf of the Owner, subject to the approval of the Registrar.

### **3. CEMETERY BOARD**

- 3.01 Management of Cemetery.** The Cemetery Board, acting as trustee and agent of the Owner, has the authority and responsibility for the care and maintenance and the control and management of the Cemetery and the administration and enforcement of these By-laws.
- 3.02 Appointment.** The Cemetery Board shall consist of the Permanent Member and such number of additional members as the Permanent Member may appoint from time to time. Notice of any such appointment to the Board shall be given on a timely basis in the St. Mary's Parish Sunday Bulletin.
- 3.03 Term.** Each appointed member of the Board shall remain in office serving without remuneration for a term of 2 years or until such time as the Permanent Member may revoke such appointment.
- 3.04 Board Officers.** The officers of the Board shall be elected by vote of the members of the Board and shall consist of the Chairperson, the Secretary and the Treasurer. The Chairperson shall chair all meetings of the Board. The Secretary shall record the minutes of meetings of the Board and the resolutions adopted, shall conduct correspondence and shall have care of all records and documents. The Treasurer shall keep or shall cause to be kept a proper record of all financial transactions pertaining to the operations of the Cemetery. One Board member may simultaneously hold the offices of Secretary and Treasurer. The officers shall each hold office for a term of one year or until his successor is elected or appointed. Vacancies in any office arising from time to time may be filled by appointment made by the

permanent member.

- 3.05 Meetings.** The Board shall meet at least twice annually to elect the officers, set prices, resolve matters regarding the care and maintenance of the Cemetery, consider the financial statements of the Cemetery and deal with such other matters as shall properly come before the Board. The officers of the Board shall be elected at the first annual meeting, which shall be held in January. The second annual meeting shall be held on a date set by the Chairperson, who may also call such other meetings as may be required. Each Board member shall have one vote in respect of all matters put to a vote at a meeting of the Board. In the event of a tie vote, the Permanent Member shall have a casting vote.
- 3.06 Limited Liability of Board Members.** To the extent permitted by law, no member or officer of the Cemetery Board for the time shall be liable for: (i) the acts, receipts, neglects or defaults of any other member or officer of the Board or of the Owner or Cemetery or any employee, contractor or agent of the Owner or the Cemetery for joining in any receipt or act for conformity; (ii) any loss, damage or expense happening to the Owner or the Cemetery as a result of the insufficiency or deficiency of any security in or upon which any of the monies belonging to the Cemetery or to the Care and Maintenance Fund or the Pre-need Assurance Fund shall be placed out or invested; (iii) any loss or damage arising from the bankruptcy, insolvency or tortious act of any person, firm or body corporate with whom or which any moneys, securities or other assets belonging to the Cemetery or to the Care and Maintenance Fund or to the Pre-need Assurance Fund shall be lodged or deposited; (iv) any loss, conversion, misapplication or misappropriation of, or any damage resulting from, any dealings with any moneys, securities or other assets belonging to the Owner or Cemetery; or (v) any other loss, damage or misfortune whatever that may happen in the execution of the duties of his respective office or trust or in relation thereto; unless the same shall happen by or through his failure to act honestly and in good faith with a view to the best interests of the Owner and the Cemetery and in connection therewith to exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.
- 3.07 Indemnification of Board Members.** The Owner may from time to time indemnify and save harmless any member or officer of the Cemetery Board who was or is a party or is threatened to be made a

party to any threatened, pending or completed activity, suit or proceeding, whether civil, criminal, administrative or investigative (other than an activity by or in the right of the Owner) by reason of the fact that he is or was serving as a member or officer of the Board or as a trustee or agent of the Owner against expenses (including legal fees), judgments, fines and any amount actually and reasonably incurred by him in connection with such activity, suit or proceeding if he acted honestly and in good faith with a view to the best interests of the Owner and the Cemetery and, with respect to any criminal or administrative activity or proceeding that is enforced by a monetary penalty, had reasonable grounds for believing that his conduct was lawful. The termination of any activity, suit or proceeding by judgment, order, settlement or conviction shall not, of itself, create a presumption that the person did not act honestly and in good faith with a view to the best interests of the Owner and the Cemetery and, with respect to any criminal or administrative activity or proceeding that is enforced by a monetary penalty, had no reasonable grounds for believing that his conduct was lawful.

**3.08 Right of Indemnity Not Exclusive.** The provisions for indemnification contained in Section 3.07 above shall not be deemed exclusive of any other rights to which any person seeking indemnification may be entitled under any agreement, vote of the Cemetery Board or otherwise, both as to activity in his capacity as a member or officer of the Board or as a trustee or agent of the Owner and as to activity in another capacity, and shall continue as to a person who has ceased to be a member or officer of the Board or a trustee or agent of the Owner and shall inure to the benefit of the heirs and legal representatives of such a person.

## **4. CARE AND MAINTENANCE**

**4.01 General.** The following general provisions shall apply with respect to the care and maintenance of the Cemetery:

- (a) The care and maintenance of the Cemetery, to the extent there are sufficient funds available for that purpose, is the responsibility of the Cemetery Board. Such responsibility includes: (i) the preservation, improvement and upkeep in a proper manner of the Cemetery and any Lot, Grave or Marker situate therein or any particular part thereof; (ii) the care and maintenance of Lots

necessitated by natural growth and ordinary wear; (iii) the cleaning, planting, cutting, etc. and care of lawns, trees and shrubs; and (iv) the cleaning and maintenance of roadways, walks and buildings.

- (b) The Board reserves the right to remove and or prune trees or shrubs situated on any Lot that by means of their roots, branches or in any other way are detrimental to the adjacent lots, drains, road or walks, or prejudicial to the general appearance of the grounds or inconvenient to the public or to Interment Rights Holders in gaining access to their lot or an adjacent lot for purposes satisfactory to the Board.
- (c) No glass containers of any kind are allowed within the Cemetery. Nails, wires, articles of glass or pottery or any other material that, when neglected or broken, create a hazard to Interments Rights Holders, workers or visitors, are not permitted within the Cemetery.
- (d) Care and maintenance of the Cemetery does not include: (i) the replacement of any Marker placed or erected upon any Lot; the planting of flowers or work in the Cemetery caused by impoverishment of the soil or disruption of water supply facilities; and the reconstruction of any Marker or Monument in the Cemetery, injured or damaged by any cause, direct or indirect, beyond the reasonable control of the Board.

**4.02 Funding for Care and Maintenance.** The cost of the care and maintenance of the Cemetery shall be paid for out of the monies received by the Board from: (i) the sale of Interment Rights and the sale and installation of Markers, less the portion thereof deposited into the Care and Maintenance Fund as set forth below in Sections 4.03 and 8.02 respectively; (ii) the income earned from the investment of the Care and Maintenance Fund; and (iii) such other revenues as may be received by the Board in connection with the operation of the Cemetery.

**4.03 Care and Maintenance Fund.** The Board shall deposit into the Care and Maintenance Fund for investment a portion of all monies received from the sale of Interment Rights as prescribed by the Act, as follows:

- (a) for adult in-ground graves measuring 24 sq. ft. or more: 40% of the purchase price or \$250, whichever is greater.

- (b) for cremation graves measuring less than 24 sq. ft.: 40% of the purchase price or \$150, whichever is greater.
- (c) for infant or child graves measuring less than 24 sq. ft.: 40% of the purchase price or \$150, whichever is greater.”

The income derived from the investment of the monies so deposited in the Care and Maintenance Fund shall be available for the care and maintenance of the Cemetery.

**4.05 Unauthorized Improvements, Etc.** All care and maintenance of Lots in the Cemetery and all grading, landscape work and improvements of any kind shall be done, and all trees, shrubs, flowering plants or herbage of any kind shall be planted, cultivated, trimmed or cut solely by persons specifically authorized to do so by the Board. No unauthorized person shall sod or plant grass. No improvements or alterations of any kind shall be made to any Lot without the prior written approval of the Board and any such approved improvements or alterations shall be subject to the direction and supervision of the Board. Improvements or alterations made to a Lot without such Board approval and direction and supervision may be removed, altered or changed by the Board at the expense of the Interment Rights Holder holding the Interment Rights in that Lot. .

**4.06 Special Care.** Special care shall include only those specific services as may be set forth in a special care agreement between an Interment Rights Holders and the Cemetery, provided that such services shall not be inconsistent with the purpose for which the Cemetery was established or is being maintained.

**4.07 Flowers.** The following provisions shall apply in respect of flowers, wreaths, vases, etc that are brought into or planted in the Cemetery:

- (a) The Cemetery shall not be liable for vases, fresh or artificial flowers, or memorial wreaths placed on any grave or lot. The Cemetery reserves the right to remove any vases, floral bouquets or flowers that are placed on any Lot without the permission of the Interment Rights Holder.
- (b) During the seven-month period from April to October inclusive, one bouquet of fresh or artificial flowers is permitted in a vase that is attached to the Marker. If the Marker does not contain its own vase, a plastic cone shaped vase having a maximum width

of 4 1/4 inches and a height of 9 inches may be used. The Cemetery reserves the right to dispose of bronze vases at any time and to dispose of any plastic cone shaped vases and flowers at times other than during the seven-month period referred to above.

- (c) Where flowerbeds are permitted, they are restricted to annuals only and are limited to the area immediately in front of the monument and no more than 1 foot in depth from the base of the monument. The Interment Rights Holder is responsible for maintaining flowerbeds. The Cemetery will remove without notice any flowerbed that is not being maintained.
- (d) Wreaths with stands and wreath saddles are permitted on Lots and Graves during the five-month period from November to March, inclusive. Wreath saddles are not permitted on Shared Monument Lots.
- (e) Planting or placing any type of curbing around Lots or Graves is not permitted.

## 5. USE OF CEMETERY

**5.01 Rules Governing Use of Cemetery.** The following rules shall govern the use of the Cemetery by Interment Rights Holders, visitors and members of the general public:

- (a) The Board is empowered and has the responsibility to preserve order and decorum within the Cemetery. Any person who disturbs the quiet and good order of the Cemetery by noise or other improper conduct or who otherwise contravenes these By-laws may be expelled from the Cemetery.
- (b) Visitation within the Cemetery by visitors and members of the general public shall be permitted between the hours of 8:00 AM Ontario time and dusk, subject to the right of the Cemetery to allow exceptions in specific circumstances. Hours of visitation within the Cemetery may be adjusted by the Board from time to time and posted at the Cemetery.
- (c) Children under 12 years of age are welcome within the Cemetery when accompanied by an adult who shall be responsible for their good conduct and who shall ensure that such children do not run over the Lots or climb upon the monuments.

- (d) Vehicles driven into the Cemetery must be driven at a moderate rate of speed and shall be kept under control at all times and at no time shall any such vehicle be driven in excess of thirty (30) kilometres per hour. Vehicles shall not leave the roads or avenues or park on the grass unless directed to do so by the Board. Vehicles are not are not allowed to be parked or to come to a full stop in front of a particular open grave, unless such vehicles are for occupants who are attending at a funeral which is proceeding to such open grave. It is prohibited to park or leave any vehicle on any road or driveway within the Cemetery at such location or in such position as to prevent any other vehicle from passing and if any vehicle is so parked or left it may be removed by the Cemetery. Owners of vehicles and their drivers shall be held responsible for any damage done by them.
- (e) No ATVs (all terrain vehicles) or snowmobiles are allowed in the Cemetery. The Owner reserves the right to prohibit or restrict the use within a Cemetery of bicycles, scooters, roller blades, or any similar or other type of wheeled conveyance and to post in the Cemetery such signs as it may from time to time be deemed appropriate advising of such prohibition
- (f) All visitors within the Cemetery shall use only the existing avenues, roads, walks and paths unless it shall be necessary to walk on grass to access the Lot of any Interment Rights Holder.
- (g) No assemblages shall take place in the Cemetery except with the written permission of the Cemetery. Idling, loafing, loitering or any boisterous demonstration within the Cemetery or any is prohibited. Picnicking or partaking of any refreshments by visitors within the Cemetery is prohibited. Rubbish shall not be thrown on roads, avenues, walks or any part of the Cemetery grounds.
- (h) The Board shall have the right to maintain security guards at the Cemetery or make other security arrangement if in its discretion it deems it necessary or advisable to do so, but is under no legal obligation to do so.
- (i) Animals are NOT permitted in the Cemetery except as working guide animals.
- (j) Lawns shall not be disturbed for any purpose except under the



supervision of the Cemetery. No one shall remove any flowers or break any branches, or remove, injure, or cut any trees, plants or shrubs without specific permission of the Cemetery.

- (k) Any person who damages or moves any Marker, structure, fence, tree, plant or other thing usually erected, planted or placed in the Cemetery is liable to the Cemetery and any Interment Rights Holder who, as a result, incurs damage. The amount of damages shall be the amount required to restore the Cemetery to the state that it was in before any such thing was damaged or moved by the person so liable.
- (l) No one is permitted to sell, or to solicit the sale of, any commodity whatsoever within the Cemetery without the written authorization of the Board.
- (m) No signs, notices or advertising of any kind shall be allowed within the Cemetery except as may be placed by the Board or with the written permission of the Board.
- (n) The Cemetery shall have the right to regulate the method of decoration of Lots so that uniform beauty may be maintained. For example; the use of boxes, shells, toys, ornaments, glass or crockery jars and containers, wood or metal cases, containers, chairs or benches and the like shall not be permitted on any Lot and such articles if so placed may be removed by the Owner in its discretion, without notice or compensation to any party.
- (o) No unattended lighted candles or any other type of illumination, save and except as may be supplied by the Cemetery shall be permitted on any Lot. The Cemetery may, in its sole discretion, remove and dispose of any such articles without notice to any party.
- (p) The Cemetery may remove any article that is: (i) detrimental to efficient care and maintenance of the Cemetery; (ii) constitutes a hazard to machinery, workers, employees or visitors within the Cemetery; or (iii) is unsightly or does not conform to the natural beauty or design of the Cemetery. Any such removed article will be held at the Cemetery Office for collection. If not collected, such article will be disposed of after 60 days.
- (q) Any complaints by Interment Rights Holders or visitors to the

Cemetery should be made to the Board and not to workers on the Cemetery grounds and controversies with workers or others on the Cemetery grounds are to be avoided.

- (r) No tips, gratuities, fees or commissions shall be given or paid, directly or indirectly to workers in the Cemetery or to Cemetery representatives by Interment Rights Holders or visitors nor shall any such workers or representatives accept any tips, gratuities, fees or commissions.

## 6. INTERMENT RIGHTS

**6.01 Purchase.** Interment Rights to Lots within the Cemetery as set out according to plans of the Cemetery approved by the Registrar that are kept on file by the Board may be purchased from the Cemetery. Interment Rights are subject in all respects to the terms, provisions and conditions set out in these By-laws.

**6.02 Purchase Terms.** Subject to the requirements of the Act, the Board reserves the right to specify the terms of purchase of all Interment Rights and the Board may from time to time establish a schedule of charges for such Interment Rights. The purchase price for Interment Rights shall include the applicable portion thereof as may be prescribed from time to time by the Act to be deposited into the Care and Maintenance Fund as set forth in Section 4.03 above. At the time of purchase, the Cemetery shall provide each purchaser of Interment Rights with a copy of the purchase and sale contract and a copy of the Cemetery By-laws.

**6.03 Payment of Purchase Price.** Payment of the purchase price for Interment Rights shall be made at the Cemetery Office. Upon receipt of payment in full of the purchase price for the Interment Rights, the Board shall provide the purchaser with a Certificate of Interment Rights. No interments shall be permitted and no other services or supplies will be furnished until all payments due to the Cemetery have been made.

**6.04 Designation of Person to be Interred.** An Interment Rights Holder may file a written designation naming a person or persons who may be interred in the Lot with respect to which his or her Interment Rights apply and unless countermanded in writing, interments will be

permitted in accordance with such designation. In the absence of any written designation on file, the Interment Rights Holder shall make a written request for the interment of any person other than the Interment Rights Holder in such Lot and such request must be delivered to the Cemetery at least eight working hours prior to the time fixed for interment.

- 6.05 Transfer of Interment Rights.** Interment Rights may not be sold, assigned or otherwise conveyed by an Interment Rights Holder to any other party for consideration or profit. To ensure the correctness of Cemetery records in relation to Interment Rights, no transfer of any Interment Rights or any interest therein shall be made unless and until written notice is given to the Secretary of the Board specifying the name and address of the proposed transferee and the date of transfer. Such notice shall be accompanied by payment of a transfer fee at such rate as shall be fixed by the Board from time to time. No transfer of Interment Rights shall confer any rights on the transferee until the name of the transferee has been entered in the records of the Cemetery as the new Interment Rights Holder.
- 6.06 Repurchase of Interment Rights.** Any Interment Rights Holder may re-sell the Interment Rights held by him, at any time before the exercise thereof, on the open market to a third party for no more than the current price listed on the Cemetery price list, as long as the sale and transfer is conducted through the Cemetery and the purchaser meets the qualifications and requirements outlined in the following **bylaw 6.07**.
- 6.07 Resale of Interment Rights.** Any plot or lot is intended for use, for interment purposes only, by 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 (1) such persons conform to the direction provided in Section 2.01 of these bylaws; (II) a completed Endorsement for Sale or Transfer of Interment Rights has been provided to the Cemetery with a written request or direction that the Cemetery register such sale or transfer on the Cemetery records in accordance with these By-Laws and the Act; and (III) the prescribed administration fee for the issuance of a new Interment Rights certificate has been paid to the Cemetery and such new certificate issued by the Cemetery. Notwithstanding the foregoing, however, no person other than the Cemetery 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 or lot, 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 within the Cemetery as set out in the Cemetery price list in effect at the date such sale or transfer is completed.

**6.08 Limitation of Repurchase Obligation.** The Cemetery is under no obligation to repurchase interment rights that have been exercised.

**6.09 Transmission of Interment Rights.** In the event of the transmission of Interment Rights by will or bequest or otherwise by succession upon the death of the Interment Rights Holder, the following provisions shall apply:

- (a) The Cemetery 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 in the records of the Cemetery as the new Interment Rights Holder of such Interment Rights.
- (b) 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 Board in respect of any matter relating to Interment Rights, a Grave, Lot, Marker, Monument or any other matter or thing to which these By-laws relate, the Board 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, deems to be necessary or advisable in the circumstances.
- (c) In the event of the Interment Rights 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.

- (d) Any person becoming an Interment Rights Holder by succession shall take the Interment Rights subject to all existing conditions and in particular, the rights of such successor Interment Rights Holder shall be subject to any written designation that the deceased Interment Rights Holder may have made and filed with the Cemetery during the lifetime of such Interment Rights Holder as contemplated by Section 6.04 hereof.

**6.10 Abandonment of Interment Rights.** The following provisions shall apply in respect of any Interment Rights that are reasonably believed to have been abandoned:

- (a) Any Interment Rights that have not been used after a 30-year period has passed may be considered abandoned. After making reasonable inquiries and giving reasonable notices in an unsuccessful attempt to find the Interment Rights Holder or his or her successors, the Cemetery may apply to the Registrar for a declaration that the Interment Rights are abandoned. Upon being satisfied that the subject Interment Rights are abandoned, the Registrar shall issue a declaration to that effect. If there is no appeal of such declaration by the end of the time period allowed for appeal, the Cemetery may resell the subject Interment Rights.
- (b) Any person whose Interment Rights have been resold after being declared abandoned may apply to the Registrar for redress. Upon receiving an application for redress, the Registrar may order the Cemetery to provide better or equivalent Interment Rights in the Cemetery, if available, or to refund the amount that it would cost to purchase better or equivalent Interment Rights in the Cemetery at the time of such order.

**6.11 Notices and Address Changes.** Each Interment Rights Holder shall notify the Cemetery of any change in his or her mailing address. Notice sent to an Interment Rights Holder at his last known mailing address according to the Cemetery's records shall be deemed to have been received when in the ordinary course of post, it would have reached such Interment Rights Holder at such address.

**6.12 Pre-need Supplies or Services.** The Cemetery has not offered, and

presently does not offer, Pre-need Supplies or Services for sale and does not propose to do so in the foreseeable future. In the event that at some future time the Cemetery does propose to offer Pre-need Supplies or Services for sale, prior to doing so, the Cemetery shall establish and file with the Registrar a Price List of proposed charges for such Pre-need Supplies or Services. No Pre-need Supplies or Services will be delivered or supplied until at least 30 days after the contract to purchase in respect thereof was made, unless the person for whom such Pre-need Supplies or Services was ordered dies in the interim. Any purchaser of Pre-need Supplies or Services from the Cemetery by written notice to the Cemetery may cancel the contract to purchase in respect thereof at any time before the supplies are provided or the services are rendered.

- 6.13 Pre-need Assurance Fund.** In the event that at some future time the Cemetery may sell Pre-need Supplies or Services, all amounts received by the Cemetery in payment therefor shall be deposited in a Pre-need Assurance Fund, which shall be established for that purpose and any subsequent withdrawals from such Pre-need Assurance Fund by the Cemetery shall be governed by the Act.

## **7. INTERMENTS AND DISINTERMENTS**

- 7.01 Funeral and Burial Arrangements.** The Cemetery requests that those wishing to make a selection of a Lot or to arrange for a funeral or interment notify or attend at the Cemetery Office in ample time to complete arrangements. Funeral arrangements should be made in writing. The Cemetery shall not be held responsible for any errors made in respect of funeral arrangements made by telephone. Notice of any intended interment shall be given to the Cemetery at least 48 hours in advance of the time fixed for interment, 16 hours of which time must be regular working hours. The Board shall not be held responsible for having Lots prepared in time for funerals and Interments unless such prior notice is given.
- 7.02 Required Documentation.** The Interment Rights Holder holding the Interment Rights to any particular Lot must authorize in writing any intended interment in that Lot unless the remains to be interred are those of the Interment Rights Holder. When two Interment Rights Holders jointly hold Interment Rights in a Lot, an order for interment

in that Lot will be accepted from either or any of them or from their Personal Representatives. Prior to the time of interment, the Interment Rights Holder or his or her Personal Representative shall also provide to the Cemetery: (i) a Burial Permit; (ii) a cremation certificate issued by the crematorium conducting the cremation (if applicable); (iii) written permission of the Interment Rights Holder, or his Personal Representative (if applicable); (iv) a Cemetery information sheet; (v) a Christian burial certificate (if required); (vi) a signed contract; (vii) a social service requisition (if required); and (viii) payment in full of the interment fee according to the Price List in force at the relevant time (which fee shall include the opening and closing of the Lot and the registration of the burial).

**7.03 Funeral Services.** The following provisions shall apply to funeral services conducted within the Cemetery:

- (a) Only services approved by the Roman Catholic Church are permitted within the Cemetery. Only a priest or chaplain holding faculties from the Archbishop Ordinary of his diocese shall conduct Roman Catholic services.
- (b) If required, written evidence of eligibility of the human remains for Catholic burial according to the Norms of Canon Law shall be furnished.
- (c) Funerals shall not be admitted to the Cemetery when accompanied or escorted by regalia or banners of societies, organizations or lodges that are banned by Canon Law. The Cemetery may permit certain fraternal or lodge services not otherwise prohibited by Canon Law, provided that specific written permission is obtained from the Cemetery.
- (d) Funeral corteges shall follow the gravel roads and lanes within the Cemetery.
- (e) Flowers shall be delivered at the burial site in sufficient time to permit arrangements before the funeral arrives. The Cemetery will remove and dispose of all floral pieces not removed by 3:00 p.m. on the day of the funeral. The Cemetery reserves the right to limit the number of floral pieces in keeping with the decorum and dignity of the Cemetery.

**7.04 Interments.** The following general provisions shall apply to all Interments conducted within the Cemetery:

- (a) No Interment shall be permitted in any Lot in respect of which the purchase price for the Interment Rights has not been paid in full.
- (b) Interments taking place during the winter months shall be subject to extra charges as specified in the Price List.
- (c) Except in cases of the extreme necessity such as the danger of contagion or infection, or in case of an epidemic, interment or entombment shall not be made on Sundays or Statutory Holidays. The Cemetery may designate the hour and manner which interments may be made.
- (d) The Cemetery shall not be responsible for any delay in the interment of human remains in circumstances under which: (i) a protest to the Interment has been made; (ii) a number of funeral services are taking place at the same time; or (iii) these By-Laws have been contravened.
- (e) Only one Interment may be made in each Grave. In any single cremation Grave, a maximum of two 2 Cremated Remains shall be permitted.

**7.05 Cremated Remains.** The following provisions shall apply to Cremated Remains intended to be interred within the Cemetery:

- (a) In the case of the interment or inurnment of Created Remains, the cremation certificate and the prescribed fee for this service according to the Price List must be deposited with the Cemetery.
- (b) Human remains that have been cremated in violation of the provisions of Canon Law shall not be interred in the Cemetery.
- (c) Any Cremated Remains to be interred in a Lot must be delivered to the Cemetery by the Interment Rights Holder holding the Interment Rights in that Lot; a bonded courier; or an employee of a Funeral Home. If the Cremated Remains are those of the Interment Rights Holder, a member of his family may deliver them to the Cemetery.
- (d) In the event that the container supplied will not hold all of the Cremated Remains, an additional container is to be used and instructions are to be supplied by the Interment Rights Holder or his Personal Representative for their disposition.
- (e) Scattering of Cremated Remains is not permitted.



**7.06 Caskets And Outer Containers.** The following provisions shall apply in circumstances where caskets or outer containers are used for interments within the cemetery:

- (a) A body must be delivered to a Cemetery for burial in a closed casket or container and will be buried in such casket or container. All such caskets or containers must be of strength equal to or greater than that of ½ inch plywood.
- (b) No casket or container shall be opened within the Cemetery without the express permission and in the presence of a member of the Cemetery Board or other representative of the Owner.
- (c) Any outer container into which a casket is to be placed, must be made of wood, steel or concrete. All such containers must be of strength equal to or greater than that of ½ inch plywood.

**7.07 Sizes of Caskets and Outer Containers.** Depending on the size of the relevant Grave or Lot, the size of the casket or outer container or cannot exceed the following measurements for height, width and length respectively: (i) single Grave 36 inches in width: restricted to 33 in x 32 in x 92 in; (ii) single and double Lots: restricted to 33 in x 34 ½ in x 92 in; (iii) child Grave: restricted to 26 in x 25 in x 60 in; (iv) infant Grave: restricted to 22 in x 18 in x 40 in; and (v) cremation Grave: urns cannot exceed 15 in x 15 in x 15 in.

**7.08 Disinterments.** The following provisions shall apply to disinterments or removals of human remains made within the Cemetery:

- (a) No disinterments or removals of human remains may be made without the prior permission of the Cemetery and must be made subject to the Act.
- (b) The remains of the persons dying from contagious diseases shall not be disinterred except under written approval of the Medical Officer of Health or other public officer having authority and shall in all cases be made in accordance with the prescribed rules and regulations of such Medical Officer of Health or person.
- (c) Family members are not permitted to be present during disinterments.

**7.09 General Provisions.** The following general provisions shall apply to interments and disinterments within the Cemetery:

- (a) Persons requesting interments or disinterments within the Cemetery shall be held responsible for charges incurred.
- (b) No Lot shall be opened for interment or disinterment by any person not in the employ of, or under the direction and supervision of the Cemetery Board, except under special circumstances and with the written permission of the Board.
- (c) The Cemetery will exercise all due care in making interments, disinterments and removals but is not responsible for damage to any casket, urn or other container that occurs during the course of interment, disinterment or removal.

## **8. MARKERS AND MONUMENTS**

**8.01 General Provisions.** The following general provisions shall apply to Markers placed, or intended for placement, within the Cemetery:

- (a) No Marker shall be placed, erected, altered or removed within the Cemetery, without the prior written approval of the Board.
- (b) The design, symbolism, emblems, craftsmanship, quality and material of all Markers shall be subject to the prior approval of the Cemetery, which approval may be withheld in the sole discretion of the Cemetery Board.
- (c) No inscription shall be placed on any Marker that is not in keeping with the dignity and decorum of the Cemetery. The design, symbolism, craftsmanship and quality of all inscriptions on any Marker shall be subject to the prior approval of the Cemetery, which approval may be withheld in the sole discretion of the Cemetery Board. Lead lettering is not permitted on any new Marker placed within the Cemetery.
- (d) The Cemetery shall not approve the installation of any Marker within the Cemetery unless and until: (1) the Interment Rights Holder or his Personal Representative completes and signs a Request for Installation Form which shall contain the following information: (i) the name and address of the Interment Rights Holder; (ii) instructions for placement of the Marker (iii) in the case of a Flat Marker, its dimensions; and (iv) in the case of an upright Monument: the dimensions of its die, height, width,

length; the dimensions of its base, height, width, length; its overall size; and a description of the Monument, including its colour and design; (2) the appropriate payment in relation to the size of the Marker, as prescribed by the Act and set forth in Section 8.02 below, has been received by the Cemetery for deposit into the Care and Maintenance Fund; and (3) any accrued charges with respect to the Lot have been paid in full.

- (e) The size and placement of Markers within the Cemetery must not be such as would interfere with any future interments.
- (f) Due to the danger of becoming damaged or broken, picture or photograph attachments are not permitted on Markers. The Cemetery will not be responsible for the loss of any pictures or other articles or memorabilia left at a Lot or elsewhere within the Cemetery.
- (g) 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. Should any Marker become unsightly, dilapidated or a menace to the safety of persons within the Cemetery; the Board shall have the right with respect to such Marker to correct its Condition; to lay it down; or if in the Board's opinion circumstances warrant, to cause it to be removed. Where a Marker is so removed, the Board may, in its sole discretion, cause a replacement to be installed in its stead.
- (h) The Cemetery 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 Marker, or part thereof.

**8.02 Care and Maintenance Fund.** The Board shall deposit into the Care and Maintenance Fund for investment a portion of all monies received from the sale and installation of Markers as prescribed by the Act, as follows: (i) Flat Marker of 173 sq in. or more: \$50.00; (ii) upright Monument up to 4 ft. in height or width: \$100.00; and (iii) upright Monument over 4 ft. in height or width: \$200.00. The income derived from the investment of the monies so deposited in the Care and Maintenance Fund shall be available for the upkeep and maintenance of the Cemetery and Markers.

**8.03 Cornerstones.** In circumstances where a purchaser purchases Interment Rights to a Lot on a pre-need basis, the purchaser may also be requested to purchase Cornerstones at the price set out in the Price List. The Cornerstones shall be: (i) made of bronze, stone or concrete; (ii) 6 in. square and not less than 6 in. deep; (iii) dressed on all sides; and (iv) bear suitable identification permanently marked thereon. Upon issuance of the Interment Rights Certificate to any such purchaser, the Cemetery shall be responsible for installing the Cornerstones at the corners of the Lot to which the Interment Rights apply, such Cornerstones to be planted flush with the ground.

**8.04 Markers.** The following provisions shall apply to Markers installed or proposed for installation within the Cemetery:

- (a) Markers of bronze or granite are permitted with size restrictions as follows: The maximum size of such Markers is: (i) single Lot: 12 in x 24 in; (ii) double Lot: 18 in x 24 in; (iii) child, infant or cremation Grave: 16 in x 20 in. The minimum size of any Marker is 12 in x 20 in. The minimum thickness for all Markers is 4 in.
- (b) Markers shall be made of bronze or granite. The castings of bronze Markers accepted for installation shall be true with a smooth surface area and free from noticeable defects or imperfections.
- (c) Bronze Markers other than Flat Markers shall comply with the following specifications: (i) Bronze Markers must be cast with four integral bosses on underside to facilitate installation. The bosses are to be tapped or drilled to receive the necessary number of anchor lugs of brass or bronze 4 inches in length and not less than 3/8 inches in diameter. These lugs are to be supplied to the Cemetery with the marker; and (ii) such Markers must be attached to a concrete base having a thickness of 4 inches, and have the same dimensions as the Marker or set on a granite base with a projection of 2 inches on all sides of the bronze marker and 4 inches in thickness.
- (d) All Flat Markers are to be flat on the surface and set level with the ground so that a lawnmower can pass safely over them.
- (e) Only one Flat Marker may be installed on a single Lot, which Marker may be placed on such Lot in addition to a Monument.

- (f) Where a Marker is placed on a Lot in addition to a monument, the Marker shall be placed at the end of the lot farthest from the Monument and its dimensions shall not exceed 18 in x 24 in.
- (g) The use of temporary Markers will be permitted on a Lot for a period of 60 days from the date of an interment in that Lot. A memorial cast in bronze that is 24 inches x 12 inches in size shall be permitted.

**8.05 Monuments.** The following provisions shall apply to Monuments installed or proposed for installation within the Cemetery:

- (a) No monument shall be erected over a Grave space in which there has been an interment. The Cemetery Board reserves the right to determine the location of Monuments on each Lot and their maximum number and size. Monuments may not be of a size that would interfere with any future interments.
- (b) Only one Monument may be erected on a single Lot. A double Lot is allowed one Monument and no more than two Footstones or four Cornerstones.
- (c) Monuments must be placed at the centre of the head end of the Lot except where alignment with existing nearby Monuments justifies another location. Approval of the proposed location of the Monument must be obtained from the Cemetery Board before a Monument is set.
- (d) Unless adjoining Lots are owned, both sides of the Monument cannot be used for inscription purposes. A Monument cannot be placed "back-to-back" against another Monument.
- (e) Monuments are permitted to be installed on Lots with maximum size restrictions as follows: (i) single Lot: 24 inches in overall height and 30 inches in width; and (ii) double Lot: 36 inches in overall height and 60 inches in width. No combination of Monument die and base shall exceed 5 feet in height. No Monument including base shall have a height of less than 30 inches.
- (f) Statuary must be manufactured in granite only. Marble may only be used on surfaces that are not exposed to the weather. No floral container, candleholder, vigil lamp or vase shall be affixed,

installed or in any way attached to a Monument. No paint is allowed on the surface of a Monument except for incised lettering and the background of carving.

- (g) Concrete foundations are required for all Monuments. Foundations may only be installed from the 15th of May to the 30th of November of each year unless the weather permits. The foundation for a Monument shall be built only in such space as has been designated by the Cemetery Board and must be the exact dimensions of the base of the Monument. If incorrect dimensions have been given on the Request for Installation Form, the foundation will be removed and rebuilt by the Cemetery at the expense of the Interment Rights Holder. All foundations shall be not less than 5 feet in depth and shall extend the length of the Monument. There shall not be a variance of more than  $\frac{1}{2}$  inch between the size of the foundation and the base of the Monument. The dimensions of the base of the Monument shall be in conformity with the relevant provisions of this Section 8.05.
- (h) Foundations will be set at the Board's direction. The required concrete mix for foundations is: 20.5 MPA; 75 mm slump; 20 mm aggregate; 5% + /-1% air entraining agent; trowel finish all edges. No concrete shall be placed until a representative of the Cemetery has approved the grades and all loose material is removed from the grade. The placing of the concrete shall commence at the low point in the grade and the concrete shall be thoroughly consolidated to eliminate all air pockets and honeycombs. No concrete shall be placed to overlap concrete that is partially set. The surface area of all foundations shall be flush with the lowest point of the surrounding ground level and shall provide a level surface free of defects. Foundations must be cured for a minimum of 48 hours before placing the Monument.
- (i) Defective areas in the foundation must be repaired to the approval of the Board. The finished concrete shall be protected from wind, rain or sun during curing, by covering it completely with a piece of plywood with a minimum thickness of  $\frac{1}{2}$  inch. All rubbish and excavated material shall be removed from the excavation site to a place designated by the Board.
- (j) To ensure stability, no monument of any design or construction

shall have any uncovered vertical joints. Monuments must be able to withstand a minimum of 100 lbs. of horizontal force applied anywhere on the Monument without toppling. This must be achieved in the dry mode (no caulking).

- (k) The die of a Monument must have a minimum thickness of 8 inches. Monuments that are less than 34 inches in width must be dowelled to the base.
- (l) The die of Monument that exceeds 42 inches in overall height must have a minimum thickness of 10 inches.
- (m) Dowels must be made of minimum  $\frac{1}{2}$  in non-corrosive material (preferably 300 series stainless steel) or bronze. The dowel hole depth must be a minimum of 3 inches deep and no more than  $\frac{1}{8}$  inch larger in diameter than the diameter of the dowel.
- (n) The die-stones must be of a granite material and must be installed on a granite base. The height of the base shall be a minimum of 8 inches. The top surface of the base must be both wider and longer than the die in order to provide a minimum border of 3 inches of the surface of the base exposed on all sides. Bottoms of the base shall be rough. No combination of Monument die and base shall exceed 5 feet in height.
- (o) There shall not be a variance of more than  $\frac{1}{2}$  inch in the size of the base required as stated on the work order included with the Request for installation Form and the size of the Monument delivered for installation. The maximum width of the base on which the die-stones are to be installed is controlled by the width of the Lot where it will be installed. No base shall be closer than 3 inches to the width sidelines of the Lot on which it is to be installed.
- (p) Where a Monument structure includes a freestanding cross, the freestanding cross portion thereof up to a height of 42 inches must be a minimum thickness of 8 inches. Any cross portion over this height must increase in thickness by 1 inch for every 12 inches or fraction thereof over 42 inches. The base of the vertical shaft must not be less than 8 inches in width. The cross may taper to a minimum width of 6 inches at the top. The arms of the cross must be a minimum of 6 inches in width. The cross must be adequately

dowelled to the Monument. The foregoing guidelines refer to the cross portion of the Monument only and the other provisions of these By-Laws apply to the Monument in all other respects.

- (q) The Board, in its sole discretion, under exceptional circumstances may permit the installation of Monuments that do not conform to these By-laws but which add to the decorum and beauty of the Cemetery.
- (r) Minor scraping of the base portion of Monuments due to turf mowing operations is considered by the Cemetery to be normal wear.

## **9. OUTSIDE CONTRACTORS**

**9.01 Outside Contractors.** The following provisions shall apply with respect to Outside Contractors who enter upon, or who propose to enter upon, the Cemetery:

- (a) All Outside Contractors who intend to undertake any work in the Cemetery, before making any access to the Cemetery, shall first obtain the written permission of the Board to undertake such work. In applying for such permission, all such Outside Contractors shall provide to the Board satisfactory proof of Workers' Compensation coverage as required by law. In addition, all such Outside Contractors shall furnish evidence satisfactory to the Board that general liability insurance coverage is in place in an amount of not less than \$1,000,000.00 (or such higher amount as may from time to time be established by the Board), which insurance may name the Owner and the Board as additional insured parties in respect of the work to be completed by such Outside Contractors and any other activities of such outside Contractors within the Cemetery.
- (b) The demeanor and behavior of all persons engaged in work upon Cemetery property shall be appropriate given the need to maintain an atmosphere of decorum and solemnity within the Cemetery and it shall be the responsibility of the Outside Contractors to ensure that such is the case. The Board reserves the right, in its sole discretion, to expel from the Cemetery any such



person who, in the sole discretion of the Board, exhibits inappropriate demeanor or behavior.

- (c) No Monument shall be delivered to the Cemetery: (i) until the relevant foundation is completed and the contractor is ready to proceed with the work of erection; and (ii) without the documentation listed in Subsection 8.01(d) of these by-laws. No Marker or Monument shall be removed from the Cemetery without written permission from the Board.
- (d) If an Outside Contractor desires to set a Flat Marker, such Outside Contractor must first make written arrangements with the Board as to time of installation as a representative of the Cemetery must supervise all such work. The Outside Contractor shall pay to the Cemetery the prescribed fee as set out in the Price List plus necessary taxes for supervising the setting of the Flat Marker.
- (e) If an Outside Contractor desires to make a foundation for a Monument, such Outside Contractor must make written arrangements with the Board no less than 5 days prior to the date set for the proposed installation as a representative of the Cemetery must supervise all such work. The Outside Contractor shall pay to the Cemetery the prescribed fee as set out in the Price List plus necessary taxes for supervising the making of the foundation.
- (f) Contractors, masons, stonecutters and others working on Cemetery property shall lay planks on the Lots and paths over which heavy materials are to be moved, in order to protect these areas from damage to pathways and Graves. Heavy loads may be restricted during certain times of the year.
- (g) The Interment Rights Holder or his Personal Representative at whose request any contractor or workman undertakes any work in the Cemetery with the prior written permission of the Board as required under Subsection 8.01(a), shall be strictly liable for any claims, actions, costs, damages or expenses of any kind or nature caused to the Cemetery, or incurred by the Owner or the Board or any third party, and arising directly or indirectly out of such work or the permitted access to the Cemetery of such contractor or workman.

- (h) Canvassing for sales or distributing business cards in the Cemetery is forbidden. The placing of the business names, logos, insignia or trademarks in any form of Outside Contractors on any Marker or Monument is not permitted.
- (i) Vehicles used by Outside Contractors shall not be parked on the grass unless with the permission of the Board.
- (j) All implements and materials used by Outside Contractors in the performance of any work shall be placed where the Board may direct and all rubbish and surplus earth shall be removed when, and to where, and in such manner as the Board may order. Otherwise, such obstructions will be removed and the expense charged to the Outside Contractor who failed to so deal with such obstructions.
- (k) Workers shall cease work if in the immediate vicinity of a funeral that is taking place in the Cemetery until the conclusion of the service. Workers will be allowed to work on the grounds from Monday to Friday from 8:30 a.m. to 4:00 p.m. No work is permitted on statutory holidays.
- (l) Outside Contractors shall be under the supervision of the Cemetery at all times and shall be responsible to pay to the Cemetery the applicable prescribed supervisory fee as set out in the Price List.

## **10. CORRECTION OF ERRORS**

**10.01 Correction of Errors.** The Board reserves the right to correct any inadvertent error that may have been made in the description of a Lot, in the granting or transfer of any Interment Rights or in the making of an interment, disinterment or removal of human remains. In the event of any such error that may involve the granting or transfer of any Interment Rights, the Cemetery may cancel such grant or transfer and substitute and grant or transfer in lieu thereof other Interment Rights in a Lot of equal value and similar location as far as is reasonably possible to do so and as may be selected by the Board in its discretion, or may refund the money paid on account of the purchase of such Interment Rights. In the event of any such error that may involve the interment or disinterment of the remains of any person or persons in any Lot or

Grave, the Owner with the permission of the local Medical Officer of Health and the Interment Rights Holder or his Personal Representative may remove and re-inter such remains in such other Lot or Grave of equal value and similar location as may be substituted and granted in lieu thereof.

## **11. DISCLAIMER OF LIABILITY**

**11.01 Losses Due to Wear and Tear.** The Owner and the Board and its members jointly and severally disclaim all responsibility for loss or damage from causes beyond its reasonable control to Lots, Markers and Monuments other than loss or damage resulting from reasonable wear and tear, that the Owner is liable to repair pursuant to the Act. In the event it becomes necessary to reconstruct or repair any Lot, including Graves therein or any portion or portions thereof, or Markers or Monuments in the Cemetery that have been damaged by such causes, the Owner shall give written notice of the necessity for such repair to the Interment Rights Holder of record. The notice shall be given by depositing the same in Canada Post, with postage thereon duly prepaid, addressed to the Interment Rights Holder of record at his or her address as stated on the records of the Owner.

**11.02 Losses Caused by Vandals, Etc.** The Owner, the Board and its members shall not be liable for, and hereby jointly and severally disclaim any and all responsibility in relation to, any loss or damage that may occur within the Cemetery from causes beyond their control (excepting reasonable wear and tear as provided in Section 11.01 above) and, without limiting the generality of the foregoing, in particular from damage caused by the elements, acts of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, accidents, invasions, insurrections, riots, or order of any military or civil authority, whether any such damage be direct or collateral. The Board shall take reasonable precautions to protect the property of Interment Rights Holders but the Board and its members assume no liability or responsibility for the loss of, or damage to, any article of any type that is placed on any Lot or Plot.

## 12. RIGHT TO RESURVEY

**12.01 Right To Resurvey, Etc.** The following rights and privileges are hereby expressly reserved to the Owner and the Board subject to the approval of the Minister as defined in the Act to be exercised at any time or from time to time for the erection of buildings, or for any purpose or use connected with, incident to, or convenient for, the care of, preservation of, or preparation for the interment of, human remains or other cemetery purpose:

- (a) To resurvey, enlarge, diminish, alter, in shape or size, or otherwise to change all or any part or portion of the Cemetery.
- (b) To lay out, establish, close, eliminate, or otherwise modify or change, the location of roads, walks or drives, provided ingress and egress to and from any Lot is preserved or is allocated to the Interment Rights Holder and further provided that the foregoing complies with the By-laws.
- (c) Easements and rights of way over and through all Cemetery premises for the purpose of installing, maintaining, or operating pipe lines, conduits or drains for sprinklers, drainage, electric or communication lines or for any other Cemetery purpose are permitted, providing that no burials shall have taken place in these areas.
- (d) No easement or right of interment is granted to any Interment Rights Holder in any road, drive or walk within the Cemetery, but such road, drive or walk may be used as a means of access to the Cemetery as long as the Owner and the Board devote such road, drive or walk to that purpose.

## 13. EFFECTIVE DATE

**13.01 Effective Date.** These By-Laws and any amendments hereto made by the Board from time to time shall become effective when filed and approved by the Registrar under the Act.