

St. Andrew's Catholic Cemetery

Since 1885

DIOCESE OF THUNDER BAY

BY-LAWS FOR

THE OPERATION OF

ST. ANDREW'S CATHOLIC CEMETERY

DIOCESE OF THUNDER BAY

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St. Andrew's Catholic Cemetery

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The Cemetery Office is conveniently located at the Diocesan Pastoral Centre, 1222 Reaume Street (West of the Balmoral Street Police Station). The Office is open Monday to Friday, 8:30 a.m. to 4:30 p.m. For more information please call (807)343-9313, fax (807)343-9114 or write to:

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THUNDER BAY, ON P7B 6T8

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i PREAMBLE

From the catacombs to to-day's cemeteries the Church has set apart and solemnly blessed places in which the human remains of her faithful departed await the day of Resurrection.

St. Andrew's Catholic Cemetery - Diocese of Thunder Bay is owned and operated for the benefit of the Catholic public by The Roman Catholic Bishop of Thunder Bay. The Corporation has established a Cemetery Advisory Board to assist with its operations.

For the protection and benefit of all Interment Rights Holders, visitors and staff at **St. Andrew's Cemetery - Diocese of Thunder Bay** hereby adopts the following Bylaws and regulations under them.

All Interment Rights Holders and persons within the Cemetery, and all Lots, Mausolea and Columbaria are subject to the Bylaws and regulations as well as all amendments or alterations of them as will be adopted by **St. Andrew's Cemetery - Diocese of Thunder Bay** from time to time.

Reference to these Bylaws and regulations in the document granting the right of interment shall have the same force and effect as if set forth in full therein.

ii PURPOSE OF THE CEMETERY

The Cemetery is intended for the interment of the human remains of Catholics who are entitled to Christian burial according to the rules and disciplines of the Church, and no Interment Rights Holder or other person shall have any right beyond those granted or conferred by these Bylaws. Scattering of cremated remains is prohibited. Interment of non-Catholic members of a Catholic family will be permitted, upon request, under certain conditions, as the Church does not wish to separate in death those who were united in life.

Only services approved by the Church are permitted within the cemetery. If required, written evidence of eligibility for Catholic burial according to the Norms of Canon Law shall be furnished. Any human remains which have been cremated in violation of the provision of Canon Law shall not be interred in the Cemetery.

Roman Catholic services shall be conducted by a priest, deacon, or chaplain holding faculties from the ordinary of this diocese. All other clergy require the permission of the Roman Catholic Bishop of Thunder Bay.

iii FOREWORD

This booklet contains the By-laws of St. Andrew's Cemetery (hereinafter referred to as "Cemetery"). They have been approved by the Registrar, Ontario Ministry of Consumer Services, Cemeteries Regulation Unit.

These By-laws reflect time-tested Cemetery practices and have been developed based on experience since 1885.

All of the Cemetery by-laws apply to every form of interment right as far as the nature of the case permits.

By-law compliance ensures the safety of our families and employees, and the maintenance of proper cemetery operations.

iv DEFINITIONS

All terms used in this Bylaw and the regulations under this Bylaw are intended to be consistent with the meaning given the terms in the Act or any Regulations under the Act.

In these Bylaws the following words and phrases shall have the meanings set forth opposite each of them respectively.

ACT - the Funeral, Burial & Cremation Services Act, 2002 or Ontario Regulation 30/11. (FBCSA)

ADULT LOT – a burial space intended to receive not more than one casket burial and up to 3 cremated remains (the casket burial must be the first interment within the lot with cremation interments to follow) and having a minimum size of 0.91 metres (3 feet) by 3.05 metres (10 feet) or 1.07 metres (3.5 feet) by 3.05 metres (10 feet) or 1.22 metres 4 feet) by 3.05 metres (10 feet).

BURIAL PERMIT - a permit issued by the Division Registrar.

BURIAL – The opening or closing of a lot or grave (in ground) for human remains or cremated human remains.

BYLAWS - the rules and regulations that govern the operation of the cemetery, made pursuant to the Act, and separate and distinct from the Cemetery Operator’s Corporate Bylaws.

CARE AND MAINTENANCE FUND - It is a requirement under the FBCSA that a percentage of the purchase price of all Interment Rights, and set amounts for marker and monument installations is contributed into the Care and Maintenance Fund. Interest earned from this fund is used to provide general care and maintenance of the Cemetery (formerly called the Perpetual Care Fund).

CEMETERY - the land owned by a corporation sole named The Roman Catholic Bishop of Thunder Bay, and dedicated to the operation of St. Andrew’s Catholic Cemetery - Diocese of Thunder Bay, to provide for the burial of human remains, and shall extend to and include all property and Mausolea for interments and entombments.

CEMETERY OFFICE - the Administrative Office located at the Diocesan Pastoral Centre, 1222 Reaume Street. (Office)

CEMETERY OPERATOR - the corporation sole named, The Roman Catholic Bishop of Thunder Bay, operating as St. Andrew’s Catholic Cemetery- Diocese of Thunder Bay and its’ duly appointed Advisory board members, agents and employees.

CHILDREN’S LOT – a burial space intended for not more than a single child casket having a minimum size of 60.96 cm (2 feet) by 1.22 metres (4 feet) or 60.96 cm (2 feet) by 1.52 metres (5 feet). Additional interments are prohibited.

CHURCH - the Roman Catholic Church under the direction of the Bishop of Thunder Bay in communion with the See of Rome.

COLUMBARIUM - an above ground structure designed for burial of cremated human remains.

CONCRETE VAULT - an outer container constructed of concrete that covers a casket within the ground.

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

CREMATION LOT – a burial space intended to receive not more than one cremated remains and having a minimum size of 0.76 metres (2.5 feet) by 0.91 (3 feet). Additional interments are prohibited.

CRYPT - an individual compartment for the entombment of a single casket containing human remains.

ENTOMBMENT - The opening and closing of a crypt for the placement of human remains, or the opening and closing of a niche for the placement of cremated human remains.

FUNERAL DIRECTOR - a person licensed as a Funeral Director under the Funeral, Burial & Cremation Services Act, 2002 or Ontario Regulation 30/11. (FBCSA)

GRAVE - (also known as a lot) means any in ground burial space intended for the interment of a child, adult or cremated human remains.

INTERMENT - a burial or entombment of an urn or casket.

INTERMENT RIGHTS - the right to require or direct the burial, entombment (or removal) of human remains or cremated human remains in a grave, lot, niche or crypt and direct the associated memorialization.

INTERMENT RIGHTS CERTIFICATE - the document issued by the Cemetery, once the interment rights have been paid in full, identifying ownership of the interment rights, memorialization options and planting restrictions.

INTERMENT RIGHTS HOLDER - any person holding the right to direct the Burial or Removal of human remains or cremated human remains, and associated memorialization in an interment right as registered in the cemetery records.

LOT – for the purpose of these By-Laws a lot is a single grave space.

MARKER – a memorial constructed of bronze, or granite, set flush and level with the ground in the Marker Space.

MARKER SPACE - unless otherwise specified on the Interment Rights Certificate, that portion designated to contain the marker.

MAUSOLEUM – an above ground structure designed for the entombment of human remains.

MEMORIALS – All Markers or Monuments, Columbarium Niche or Mausoleum Crypt fronts, and any other form used to inscribe the names of individuals buried, interred or entombed within the Cemetery.

MEMORIALIZATION - bronze emblems, lettering, plaques, ceramic pictures and all other items provided by the Cemetery Operator attached to a columbaria niche or crypt shutter front.

MONUMENT – an upright (above-ground) memorial, constructed of granite installed within the designated Monument Space of a Lot.

MONUMENT BASE – that portion of the Monument, constructed of granite, and set on the concrete Monument foundation to provide stability and protection for the Monument Diestone.

MONUMENT DIESTONE - those portions of the Monument set on the Monument Base, containing the design and memorial inscription.

MONUMENT FOUNDATION – the in-ground concrete foundation on which the Monument Base is set. The foundation of a Monument must have a 4” projection around the Monument Base to ensure stability.

MONUMENT SPACE – THAT PORTION OF THE Lot designated to contain the Monument and planting area.

NICHE - an individual compartment within a columbarium designed for the entombment of a single or multiple cremated human remains.

OPERATOR - the Corporation sole named, The Roman Catholic Bishop of Thunder Bay, operating as St. Andrew’s Catholic Cemetery- Diocese of Thunder Bay and its duly appointed agents and employees. (Also known as Cemetery Operator)

PERSONAL REPRESENTATIVE - a personal representative of a deceased Interment Rights Holder shall be the duly confirmed or appointed Estate Trustee (previously known as Executor or Administrator of the Estate of the deceased Interment Rights Holder) or, in the absolute discretion of the Cemetery Operator, where circumstances dictate, the next-of-kin of the deceased Interment Rights Holder.

PLOT - For the purposes of these by-laws, a plot is a parcel of land, sold as a single unit, containing multiple lots in which the rights to inter have been sold as a unit.

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

PRICE LIST - a list containing the price of all Interment Rights, Cemetery Services and Supplies that may be purchased and all charges that may be made by the Cemetery. (Tariff)

PRIVATE COLUMBARIUM - is a structure in which all the Interment Rights are reserved for the use of only one Interment Rights Holder or only those individuals in a group identified by relationship or affiliation to one another.

PRIVATE MAUSOLEUM - is a structure in which all the Interment Rights are reserved for the use of only one Interment Rights Holder or only those individuals in a group identified by relationship or affiliation to one another.

PURCHASER - an individual contracting for the Interment Right, products or services. The Purchaser does not hold or maintain the right to direct Burials, Entombments, or memorialisation unless they are registered as the Interment Rights Holder and are so named on the Interment Rights Certificate.

REGISTRAR - the Registrar under the Funeral, Burial & Cremation Services Act, 2002 or Ontario Regulation 30/11. (FBCSA)

REMOVAL – the removal of human remains, including cremated human remains, from a closed or sealed Grave, Lot, Niche or Crypt.

SCATTERING – the act of spreading cremated remains which is not permitted in St. Andrew’s Cemetery.

ST ANDREW'S CEMETERY - DIOCESE OF THUNDER BAY - the lands designated by the corporation sole named The Roman Catholic Bishop of Thunder Bay for Catholic burial. (Cemetery Operator)

URN - the container used to hold cremated human remains.

1. GENERAL INFORMATION

1.1 Hours of Operation:

CEMETERY OFFICE: The Cemetery Administration Office is located at 1222 Reaume Street and is opened Monday through to Friday 8:30 A.M. to 4:30 P.M. All inquiries regarding Interment Rights, Services and Supplies, grave location and care & maintenance must be made in person at the above noted address or by telephone at (807)343-9313.

BURIAL: All funeral services in the Cemetery shall be so arranged that they are conducted and completed between the hours of ten o'clock (10:00 A.M.) in the forenoon and three o'clock (3:30 P.M.) in the afternoon. The Price List includes overtime fees for those funerals arriving after 3:30 p.m. Additional fees will be incurred if the funeral goes beyond the scheduled time.

SATURDAY BURIALS: Saturday morning funerals shall be permitted between 9:00 A.M. and 11:00 A.M. by the Cemetery Operator provided that a complete interment request has been received by noon on the previous Thursday, and upon payment of the Saturday Overtime fee prescribed in the Price List. Additional fees will be incurred if the funeral goes beyond the scheduled time.

VISITATION: Visitors are always welcome at the cemetery; however, no person shall enter or be within the Cemetery during the period between one-half hour after sunset and one-half hour before sunrise, except police officers, municipal law enforcement officers or employees of the Cemetery Operator in the performance of their duties.

1.2 General Conduct: The Cemetery Operator reserves full control over the cemetery operations and management of land within the cemetery grounds.

- Only the Interment Rights Holders and their relatives or friends and employees of the Cemetery Operator shall be permitted on a cemetery lot. Any other person thereon shall be considered a trespasser and the Cemetery Operator shall owe no duty to said trespasser to keep the property, or the memorial thereon, in a reasonably safe condition.
- Any person who violates these by-laws or whose conduct, behavior or attire disturbs the decorum of the Cemetery, may be asked to leave the Cemetery grounds.
- No person may damage, destroy, remove or deface any property within the Cemetery.
- No person shall enter the Cemetery except through the gates. All visitors within the Cemetery shall use only the avenue, roads, and walks, unless it shall be necessary to walk on grass to gain access to the Interment Rights Holder's own Lot.
- Children under fifteen years of age are not permitted within the Cemetery unless accompanied by an adult.
- Animals are NOT permitted in the Cemetery, provided that such prohibition shall not extend to a blind person accompanied by a service dog.

- No assemblages shall take place in the Cemetery except with the written permission of the Cemetery Operator.
- Funerals shall not be admitted to the Cemetery when accompanied or escorted by regalia or banners of societies, organizations or lodges which are banned by Ecclesiastical Law. Certain fraternal or lodge services not otherwise prohibited by Church Law may be permitted by the Cemetery Operator, provided that specific written permission is obtained from the Cemetery Operator.
- Photographing, filming or video-taping of any part of the cemetery may only take place with prior approval from the Cemetery Operator.
- No one shall be permitted to sell flowers, plants or any other article or item, or to solicit the sale of any commodity whatsoever within the Cemetery unless authorized by the Cemetery Operator and under its direct supervision.
- No signs, notices or advertising of any kind shall be allowed within the Cemetery except those placed by the Cemetery Operator.
- Automobiles, funeral coaches and trucks must not be driven at a speed in excess of fifteen kilometres per hour.
- Automobiles are not allowed to park or to come to a full stop in front of an open grave, unless such automobiles are in attendance at the funeral which is proceeding to the said open grave.
- It is prohibited to park or leave any motor vehicle on any road or driveway within the Cemetery at such location or in such position as to prevent any other vehicle from passing.

1.3 Liability for Loss or Damage

- The Cemetery Operator disclaims all responsibility for loss or damage from causes beyond its reasonable control, whether the damage be direct or collateral. In the event it becomes necessary to reconstruct or repair Markers, Monuments, Private Mausolea or memorials, in any section of the Cemetery, including Graves, Crypts, Niches or any portion or portions thereof in the Cemetery, the Cemetery Operator may give a 90 day written notice of the necessity for such repair to the Interment Rights Holder of record at his or her address stated on the records of the Cemetery Operator.
- The Cemetery Operator will not be responsible for any Mausolea or Columbaria (whether private or community) should it be destroyed or damaged. The Cemetery Operator shall be under no obligation to rebuild the Mausolea or Columbaria should it be so destroyed or damaged. The Cemetery Operator's obligation shall be limited to placing the bodies in a temporary grave and notifying the Crypt Interment Rights Holder that their further instructions are required.
- The Cemetery Operator will not be responsible for loss or damage done to ceramic pictures, vase ring, vase insert or floral tributes. The Cemetery Operator is not responsible for articles removed from the Monuments or Mausolea.

1.4 Changes in By-laws:

The Cemetery Operator may, from time to time, change the By-laws in order to best serve the interests of the Cemetery and the Interment Rights Holders. Public notice indicating pending changes will be posted at the entrance to the Cemetery and published in local media. All changes to the By-laws are subject to the approval of the Registrar, Cemeteries Regulations Unit, Ministry of Government Services.

1.5 Public Register – Access to Information

The Cemetery Operator maintains a public register that is available to the public during regular Office hours. The Cemetery Operator collects, uses and discloses personal information as required by governing federal and provincial legislation. It does not rent, sell, or trade personal information lists. Individuals may request their personal information in writing at any time to ensure that it is correct and current or to edit it.

1.6 Right To Resurvey:

The following rights and privileges are hereby expressly reserved to the Cemetery Operator subject to the approval of the Minister of Government Services 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:

- To resurvey, enlarge, diminish, alter, in shape or size, or otherwise to change all or any part or portion of the areas in the Cemetery including without limitation Lots or Plots.
- 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 Bylaws.
- To establish conduits over and through all of 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 provided that no burials shall have taken place in the space in which the conduit actually runs.
- 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 Cemetery Operator devotes such road, drive or walk to that purpose subject always to these Bylaws and the regulations under them.

2. SALE AND TRANSFER OF INTERMENT RIGHTS

- 2.1** Cemetery Operatorship of all cemetery lands remains vested with St. Andrew's Cemetery – Diocese of Thunder Bay at all times. Interment Rights Holders acquire only the right to direct the burial (or removal) of human remains, cremated human remains, and the installation of monuments, markers and inscriptions, subject to the conditions set out in the cemetery by-laws. No burial, entombment, or installation of any monument, marker, inscription, or memorialization is permitted until the interment rights have been paid in full. An interment rights certificate will be issued to the Interment Rights Holder when payment has been made in full.

2.2 Cancellation, of Interment Rights Within 30 Days: Within thirty (30) days of signing the Interment Rights Contract and receiving the Interment Rights Certificate, the Interment Rights Holder may cancel the Contract by providing written notice of cancellation to the Cemetery Office in accordance with the Cemetery By-laws.

Upon receiving written notice from the Interment Rights Holder, the Cemetery will cancel the Contract and issue a refund to the Interment Rights Holder for the full amount paid within thirty (30) days of receiving said notice. The Interment Rights Certificate shall be returned to the Cemetery along with the written notice of cancellation.

2.3 Resale or Transfer of Interment Rights After 30 Days: Once payment for the Interment Rights has been made in full, and an Interment Rights Certificate has been issued, the Interment Rights Holder, as recorded on the cemetery records, assumes the right to sell or transfer the Interment Rights. Any sale or transfer of the Interment Rights shall be in accordance with the requirements under the Funeral Burial and Cremation Services Act, Ontario Regulations and the Cemetery By-laws. The new Interment Rights Holder must have knowledge and appreciation of the Roman Catholic Faith.

2.4 Resale of an Interment Right If Utilized: The Interment Rights Holder is not entitled to resell an Interment Right if any portion of the Interment Right has been utilized.

2.5 Subdivision of an Interment Right: Interment Rights Holder are not entitled to subdivide an Interment Right.

2.6 Care and Maintenance Fund: As a requirement under provincial legislation, a portion of the purchase price of all Interment Rights, and a prescribed amount for Monuments and Markers is contributed into an irrevocable fund – Care and Maintenance Fund. Income is used to provide general care and maintenance of the Cemetery. Contributions to the Care and Maintenance Fund are not refundable.

2.7 Arrears: The resale or transfer of Interment Rights may be made only after the Interment Rights have been paid in full and any arrears associated with them are paid in full.

2.8 Information and Documentation Required to Resell or Transfer a Non-Utilized Interment Rights: The following information and documentation is required to be filed with the Cemetery Office before an Interment Rights Holder is entitled to resell or transfer a non-utilized Interment Right to a third party transferee:

a) The Rights Holder(s) Endorsement of Sale or Transfer on the back of the original Interment Rights Certificate is required to be completed in full, or;

b) If the Interment Rights Certificate does not contain a Rights Holder(s) Endorsement of Sale or Transfer on the back of the original Interment Rights Certificate, the Rights Holder(s) are required to obtain a Rights Holder(s) Endorsement of Sale or Transfer document from the Cemetery Office;

c) The Rights Holder(s) registered on the Cemetery records will sign the Endorsement of Sale or Transfer document confirming their intention to sell or transfer their right, title and interest in the Interment Rights to the third party transferee. The Rights Holder(s) will also certify that the Interment Rights are not being transferred to the third party transferee for an amount greater than the value on the Cemetery Price List at the time the sale or transfer is registered:

- i) The Rights Holder(s) must confirm to the third party transferee that they have paid the Cemetery an administration fee (as listed on the Cemetery Price List in effect at the time of sale or transfer) to complete the re-sale or transfer of the Interment Rights;
- ii) The existing Rights Holder(s) must provide a copy of the current Cemetery By-laws to the third party transferee and explain the third party transferee's rights for the Interment Rights to the third party transferee, as outlined in the Cemetery By-laws.
- d) The third party transferee must complete and sign the Acknowledgement of Transferee(s) section of the Endorsement of Sale or Transfer document, providing the transferees name, address, and contact information:
- i) confirm they have received a copy of the current Cemetery By-laws;
- ii) acknowledge the number of interments rights in the transaction;
- iii) indemnify the Cemetery Operator of any misrepresentation by the Interment Rights Holder.
- e) Once the third party transferee has signed the Endorsement document, the completed document, along with the original Interment Rights Certificate will be returned to the Cemetery Office. Should the Interment Rights Holder not be able to locate the original Interment Rights Certificate the Cemetery Office may issue a duplicate Interment Rights Certificate. The Cemetery Operator may charge an administration fee for the issuance of a duplicate certificate in accordance with the price listed on the current Cemetery Price List.
- f) The completed Endorsement of Sale or Transfer document will then be returned to the Cemetery Office for registration. The Cemetery Operator will:
- i) Review the completed Endorsement document to ensure all information has been completed in full. If the Endorsement certificate has been completed in full, the Cemetery will:
- Register the re-sale or transfer on the Cemetery records;
 - Provide the Interment Rights Holder selling the Interment Rights with a copy of the completed Endorsement document;
 - Provide the third party transferee(s) with a copy of the completed Endorsement document;
 - Issue a new Interment Rights Certificate to the third party transferee(s).
- g) Following completion of the documentation and procedures listed above, and the issuance of the new Interment Rights Certificate, the third party transferee(s) shall be considered the current Interment Rights Holder of the Interment Rights, and the resale or transfer of the Interment Rights shall be considered final in accordance with the Funeral Burial and Cremation Services Act, Ontario Regulation, and the Cemetery By-laws.

3. BURIALS

3.1 Authorization, Information and Documents Required for a Burial:

Written Permission of Interment Rights Holder: The Interment Rights Holder may be required to visit the Cemetery Office and provide written direction and authorization prior to a

Burial or Entombment taking place. If the deceased was the Interment Rights Holder, direction must be provided in writing by the successor or the estate executor.

Information Required: For each Burial or Entombment of human remains, or cremated human remains, the Interment Rights Holder must enter into a Cemetery Sales Contract, providing such information as may be required by the Cemetery Operator for the completion of the Sales Contract, and the public register, in accordance with provincial legislation.

Proof of Registration of Death: A Burial permit issued by the Registrar General or equivalent document showing that the death has been registered must be provided to the Cemetery Office on the day of the Burial. A Certificate of Cremation must be provided to the Cemetery Office before a Burial or Entombment of cremated remains can take place.

Payment: Payment must be made to the Cemetery Operator before a Burial may take place.

Authorization of Social Services Agency: Written instruction from a social services administrator must be submitted to the Cemetery Office before a Burial assisted by a Social Services Agency may take place.

3.2 Notice Required: The Cemetery Office shall be given at least sixteen business hours of notice for each Burial,

3.3 Opening and Closing of Interment Rights: Graves and Lots shall be opened and closed only by the Cemetery Operator using Cemetery Operator's equipment. To ensure safe conditions are maintained at all times, families wishing to witness the closing of a Lot or Grave shall remain a minimum of 10 metres from the open Grave.

The Cemetery Operator may designate the hours and manner which interments may be made.

Every effort will be made to complete a Burial on the assigned day and time. If, due to inclement weather conditions, health and safety concerns, or conditions beyond the Cemetery Operator's control, a Burial cannot be made at the scheduled time, the Cemetery Operator reserves the right to make alternative arrangements, and the Burial shall be completed as soon as possible at a later time.

The Cemetery Operator shall not be responsible for any delay in the interment of a body where a protest to the interment has been made, or where the relevant statute law (including the Act and Regulations under the Act) or the Bylaws of the Cemetery or regulations under the Bylaws of the Cemetery have not been complied with.

The Cemetery Operator retains the right of passage over every Lot or Grave so that cemetery operations may be performed effectively.

The Cemetery Operator retains the right to temporarily relocate a monument or marker so that cemetery operations involving the opening and closing of a Lot or Grave may be performed.

The opening of a Lot or Grave for Burial necessitates the temporary mounding of earth on adjacent Graves. The Cemetery reserves the right to determine the location for the temporary mound and will make reasonable efforts to restore adjacent Graves to their original condition as soon as possible following the closing of the Grave.

Funeral flowers, delivered to the Cemetery at the time of Burial, will remain on the Lot or Grave for a minimum of 5 days and will be removed at any time thereafter and disposed

of by the Cemetery. The Cemetery Operator reserves the right to limit the number of floral pieces in keeping with the decorum and dignity of the Cemetery.

3.4 Number of Burials: A maximum of one casket and three cremated remains may be buried in each adult Grave unless otherwise specified on the document for the purchase of the Interment Rights. The casket burial must be the first of the permitted 4 interments.

3.5 Closed Caskets or Containers: Remains must be delivered to the Cemetery for Burial in a closed casket or container. Under no circumstances may an employee of the Cemetery open or close a casket or container.

In the case of cremated remains, remains must be delivered to the Cemetery for Burial in a closed cremation urn or container. The cremated remains will be buried in such cremation urn or container.

3.6 Outer Containers: Caskets may be interred without an outer container. When an outer container is used, it must be of concrete. All other containers are prohibited. Suppliers of concrete containers must service their own containers and assume complete responsibility of integrity at the grave site.

3.7 Retrieval of Buried Cremated Remains: The retrieval of cremated remains buried in a Lot or Grave cannot be guaranteed due to decomposition.

3.8 Requirements for Removal of Caskets, Containers or Cremated Remains: Human remains may be removed from a Lot or Grave provided that the Interment Rights Holder fills out the Disinterment Form at the Cemetery Office directing the Removal and pays the fee associated therewith. Additional fees may be levied should a container be required to transport the human remains.

The local Medical Officer of Health must be present during the Removal and execute the Disinterment form once the Removal is completed to its satisfaction. The local Medical Officer of Health is not required to attend any Removal of cremated remains; however, the Disinterment form is still required to be completed by the Interment Rights Holder and executed by the Cemetery Operator's representative who conducted the Removal.

Removals may also be ordered by certain public officials without the consent of the Interment Rights Holder and their successors.

Removals will be completed at a day and time scheduled between the Medical Officer of Health and the Cemetery Operator.

The Cemetery Operator will not be responsible for damage to any casket or container which occurs during the course of the removal. A new casket or container may be required to facilitate a removal for which an additional fee may apply.

Any in ground Removal to be entombed in a Private Mausoleum or Our Lady of Charity Mausoleum, must be placed in a container sufficient to contain fluids. The costs associated with providing the container will be borne by the person authorizing the Removal.

The Cemetery Operator will not be responsible for damage to any cremation urn or cremation outer container which occurs during the course of the Removal. Due to the length of time a cremation urn has been buried and/or the conditions to which it has been exposed, the Cemetery

Operator cannot guarantee that it can retrieve a cremation urn or cremation container buried in a Lot or Grave. The condition of any cremation urn or cremation container disinterred may be unstable, in which case, a replacement urn may be required at the expense of the party authorizing the Removal.

The Cemetery Operator requires that any casket, outer container, cremation urn or cremation outer container that had to be replaced with another container, must be removed from the Cemetery and disposed of by the person authorizing the Removal. Monuments or Markers are to be removed before the transfer can be completed. The cost for the removal of the memorials and foundations shall be paid by the party authorizing the saleback.

The Cemetery Operator does not allow witnessing of the Removal.

- 3.9 Contagious Diseases:** It is a legal requirement that the Cemetery Operator be notified that a death is a result of contagious disease, prior to arrangements being made for the Burial.

In the event that a contagious disease has been confirmed, the Cemetery Operator reserves the right to adhere to recognized Health and Safety practices.

The Cemetery Operator may designate the hour and manner in which Burials may be made.

The human remains of persons who have died from contagious diseases may be removed only with the consent of the local medical officer of health or other public official having authority.

- 3.10 Pets or Other Animals:** Only human remains shall be buried or entombed in the Cemetery.

4. MEMORIALIZATION

[A] GENERAL

- 4.1 Unstable Memorials:** Should any memorial or private mausoleum present a risk to public safety because it has deteriorated to the point of becoming unstable, The Cemetery Operator shall do whatever it deems necessary by way of resetting, or laying down the memorial or private mausoleum or any other remedy so as to remove the risk.
- 4.2 Removal of Memorials:** The Cemetery Operator may remove a Marker and/or Monument from any Lot or Grave, or an inscription from a Columbarium Niche or Mausoleum Crypt if payment of the contract for the Marker, Monument or inscription is in default. Markers, Monuments or inscriptions purchased by anyone other than the Interment Rights Holder may be removed by the Cemetery Operator upon the written request of the Interment Rights Holder. The Cemetery Operator reserves the right to remove at its sole discretion any Marker, Monument, or inscription which is not in keeping with the dignity and decorum of the Cemetery.
- 4.3 Moving Corner Posts or Number Markers:** Only the Cemetery Operator or person(s) authorized by the Cemetery Operator may move corner posts or number Markers.
- 4.4 Requirements to Place an Inscription, (engraving, picture, etching or porcelain photograph) on a Memorial:** The Cemetery Operator requires the written consent of the Interment Rights Holder and an order form detailing the inscription to be placed on the memorial prior to the placement of the inscription. Only inscriptions which, at the sole discretion of the Cemetery Operator, are in keeping with the dignity and decorum of the Cemetery will be permitted.

- 4.5 Inscription Rights on Memorials owned by the Cemetery Operator:** Inscription rights vary according to location, design and material. To ensure quality control, consistency and integrity of design, inscriptions on memorials owned by the Cemetery Operator must be approved by the Cemetery Operator and placed by the Cemetery Operator. Inscription rights are outlined on the Interment Rights Certificate. Please consult the Cemetery Office for additional information.

[B] MONUMENTS

- 4.6 Approval of Monument Design:** A Monument, private mausoleum or other structure shall be erected only after its design, dimensions, plans and specifications relative to the material, construction, proposed location, and all attachments and sculpture are submitted to and approved by the Cemetery Operator in writing.
- 4.7 Material and Finish of Monuments:** All Monuments shall be constructed of granite and/or bronze material.
- 4.8 Monument Location:** Monuments shall be centred at the head of the Adult and Child Lot in the designated Monument Space.
- 4.9 Restrictions:** Only one Monument shall be erected within the Monument Space on any Single Adult or Child Lot.

Monuments are not permitted in the Cremation Sections.

The maximum foundation, base and diestone combinations permitted are set out below:

CHILD LOT:

- Foundation – 24” x 12” x 3” (length, depth, height)
- Base – 16” x 8” x 4” (length, depth, height)
- Diestone – 12” x 4” x 14” (length, depth, height)

ADULT SINGLE LOT :

Maximum Height of the Monument including the Base is 48”

- Foundation – 38” x 22” x 4” (length, depth, height)
- Base – 30” x 14” x 6” (length, depth, height)
- Diestone – 24” x 8” x 42” (length, depth, height)

DOUBLE PLOT OR MULTIPLE SINGLE LOTS: (side by side):

Maximum Height of the Monument including the Base is 60”.

- Foundation – 80” x 22” x 5” (length, depth, height)
- Base – 72” x 14” x 8” (length, depth, height)
- Diestone – 66” x 8” x 52” (length, depth, height)

No base and diestone combination can exceed 60” in height.

Should any Monument interfere with the safe preparation of an interment, the Interment Rights Holder will be responsible to arrange, and bear all costs, for the temporary removal of the Monument, and its reinstallation, following the interment.

- 4.10 Conformity:** Monuments that do not conform to these by-laws but add to the decorum and beauty of the Cemetery, may be considered under exceptional circumstances by the Cemetery Owner. Application must be made in writing to the Cemetery Owner for approval. Monuments which have been erected and exceed the sizes specified on order will be removed at the expense of the Interment Rights Holder.
- 4.11 Delivery of Monuments to the Cemetery:** No monument shall be delivered to the Cemetery for installation until the Monument Foundation has been installed and the fees for stake and dig and care and maintenance have been collected. In the event there is an outstanding fee for Interment Services owing, the monument will not be permitted to be installed until the account is satisfied.

[C] MONUMENT FOUNDATIONS

- 4.12 Monument Foundations:** Concrete foundations are required for all Monuments. The foundation of a Monument must have a projection of 4" around the perimeter of the base. If they are non-conforming, they will be removed at the Interment Rights Holder's expense.
- **Adult Lot foundations** will not be less than 4" in depth.
 - **Child Lot foundations** will not be less than 3" in depth.

All foundations will be level to the lowest point.

[D] MONUMENT BASES

- 4.13 Monument Bases:** The maximum width of the Monument Base is conditional upon the width of the Lot(s) on which it is installed and the overall size of the Monument.

Adult Lot: No base can be less than 6 inches in height. The minimum depth of all bases must be 1 foot and the minimum length must be 2 feet. The height of the base should be no less than 6 inches and increase commensurate with the weight of the monument Diestone. For example:

- Minimum (6in)
- Monument Diestone over 1300 lbs. – 20.32cm (8in)
- Monument Diestone over 2600 lbs. – 25.4 cm (10in)
- Monument Diestone over 5200 lbs. – 30.48 cm(12in)

Child Lot: Due to the size restrictions of this lot (2' x 5') the Cemetery Operator permits the base to be 16" x 8" x 4" (length, depth, height).

Rock Pitch: All Monument Bases must be of rock-pitch finish. The bottom of all bases must be cut level and true to facilitate their installation on the Monument Foundation.

Minor scraping of the Monument Base due to grass cutting is considered to be normal wear.

[E] MONUMENT DIESTONES

- 4.14 Monument Diestones:** Child diestones shall be no less than 4 inches in thickness. All other monument diestones shall be no less than 6 inches in thickness unless otherwise set out in these by-laws.

Neither the length nor width of the monument diestone and no part of a Monument may exceed the length or width of the Monument Base.

The length and width of the bottom of the monument diestone cannot exceed it's length and width at it's top.

A tolerance of 0.64cm (1/4in) may be permitted over or under the approved specified dimensions.

Every Monument Diestone shall be finished on all sides, ends, and top. Rock pitch finishes are permitted.

- 4.15 Inscriptions on the back of Monument Diestones:** Only the surname is permitted on the back of the Monument Diestone.
- 4.16 Monument Dowelling:** To ensure stability, all Monument Diestones, columns, limbs of crosses, etc. shall be adequately dowelled to the base unless the underside of the superstructure is of sufficient area in relation to its height. Dowels must be of a non-corrosive material not less than 1.27cm (0.5in) in diameter. Dowels must be inserted not less than 15.24cm (6in) into the base and bottom of the Monument Diestone. Dowel holes must be drilled no more than 0.64cm (0.25in) larger than the diameter of the dowel.
- 4.17 Inserts and Emblems:** Inserts and emblems (exclusive of pictures and photos) are not permitted.
- 4.18 Pictures, Etchings and Photographs on Monuments:** The Cemetery Operator does not accept any responsibility or liability for the picture, etching, photograph or Monument should a picture, etching or photograph become lost, faded, cracked, damaged, or need to be removed.
- 4.19 Vertical Joints:** To ensure stability and preservation, a Mausoleum, or Monument shall not have any uncovered vertical joints.
- 4.20 Candle Holders and Vases:** A maximum of two bronze, granite or stainless steel candle holders and vases may be attached to the Monument Base. If a translucent section is necessary, the cemetery recommends it be made of an unbreakable, heat-resistant glass or of a fire-resistant plastic material, and must be installed a minimum separation of 2.54 cm. (1in.) from the Monument Diestone.

Candle holders must be fully enclosed on all sides by means of a door or lid.

[F] MARKERS

- 4.21 Marker Materials:** All Markers must be made of bronze or granite material.
- 4.22 Types of Markers:** The Cemetery may restrict the size of markers permitted in specific sections.
- 4.23 Setting of Markers:** All Markers shall be set flush with the ground unless otherwise specified on the Interment Rights Certificate.
- 4.24 Placement of Markers:** Three granite or bronze markers may be placed at each Adult Lot over which a cremation interment has taken place (head, centre and foot end of the Lot) in addition to a monument set at the designated Monument space. This does not apply to Child or Cremation Lots. A Marker may take the place of a Monument at the designated Monument space. The maximum size Marker permitted in such instance is 30" x 14" x 4"

4.25 Delivery of Markers to the Cemetery: No Marker shall be delivered to the Cemetery for installation until the fees for stake and dig and care and maintenance have been collected. In the event there is an outstanding fee for Interment Services owing to the Cemetery Operator, the Marker will not be permitted to be installed until the account is satisfied.

4.26 Bronze Markers: All bronze Markers accepted for installation must comply with the following specifications set out below:

- All Bronze castings shall be true, free from weakening or minor defects, blemishes, or imperfections with a smooth surface area.
- 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 1/8 inch less than 3/8 inch in diameter.
- Bronze marker Bases: Bronze Markers must be attached to a granite base having a minimum thickness of 3 inches (7.62 cm).
- Bronze Markers can be of same dimension as the granite base, or the granite base may be larger but not exceed the size of the bronze Marker by more than 2 inches (5.08cm) on all sides.
- The Maximum size granite base permitted to receive a bronze marker are set out below:

Child Lot	20" x 12"
Cremation Lot	20" x 12" (dbl. Cremation Lot 24" x 12")
Adult Lot	24" x 14"

4.27 Granite Markers: All granite Markers accepted for installation must comply with the specifications set out below:

- **Photographs on Markers or Vases:** Pictures or photograph attachments are not permitted on Markers set flush with the ground or on vases.
- Granite Markers shall be a minimum of 3 inches (7.62cm). They must be of uniform thickness throughout and must be smoothly finished on all surfaces so that a lawnmower can pass safely over them and shall be set by the employees of the Cemetery Owner.
- The minimum size granite Marker permitted on any grave is 20" x 10" (cm)
- The maximum size granite Markers permitted for the following lots are:

Child Lot	20" x 12"
Cremation Lot	20" x 12" (dbl. Cremation Lot 24" x 12")
Adult Lot	24" x 14"
Two Adult Lots (side by side)	30" x 14"

[G] PRIVATE MAUSOLEA

4.28 Private Mausolea: The exterior and interior of all private mausolea must be constructed of granite material.

- 4.29 Cemetery Operator and Government Approval Required:** Approval from the Cemetery Operator and the relevant governing municipal and provincial governments is required prior to constructing a private Mausoleum.
- 4.30 Cemetery Operator's Approval of Structure Required:** The Cemetery Operator reserves the right to review and approve all architectural and structural drawings for private Mausoleum and charge a fee for its services.
- 4.31 Cemetery Operator's Approval of General Contractor:** The Cemetery Operator reserves the right to review, qualify and approve all general contractors who have entered into a contract with an Interment Rights Holder to construct a Private Mausoleum on their Lot. The general contractor must abide by all Cemetery by-laws and more specifically the Contractor By-laws outlined in Section 8.

5. CARE AND MAINTENANCE OF INTERMENT RIGHTS HOLDINGS

- 5.1 General:** Income from the Care and Maintenance portion of the Interment Right purchase is trusted in a fund and used to maintain, secure and preserve the Cemetery grounds. An example of routine maintenance services covered by the Care and Maintenance Fund include:

- Re-levelling and sodding or seeding of Lot or Graves;
- Maintenance of cemetery roads, sewers and water systems;
- Maintenance of perimeter walls and fences;
- Maintenance of cemetery landscaping;
- Maintenance of mausolea and columbaria;
- Repairs and upkeep of cemetery maintenance buildings and equipment.

To the extent that income from the Memorial Care and Maintenance Fund permits, the Cemetery will stabilize, and secure Markers and Monuments within the Cemetery.

- 5.2 Planting & Care:** Pruning of trees and shrubs and maintenance of flowerbeds for Graves and Lots is not looked after under the general care and maintenance of the Cemetery. Flowerbed maintenance, pruning, fertilizing, watering, etc. are the sole responsibility of the Interment Rights Holder.

Should plant material become unsightly, neglected, overgrow the Monument, infringe on an adjacent Lot, or be harmful to the environment, the plant material will be removed by the Cemetery at the expense of the Rights Holder.

Interment Rights Holder understands that plant material may have to be removed to facilitate a Burial within a Lot, or Grave. The Cemetery will make reasonable efforts to preserve and reinstall the plant material, but does not assume any responsibility or liability in this regard.

Interment Rights Holders wishing to have independent contractors provide service on their Lot(s) or Grave(s) must acquire written authorization from the Cemetery Operator for the work to be performed. The Contractor will be required to attend the office and be apprised of all Cemetery By-laws and more specifically the Contractor By-laws outlined in Section 8.

- 5.3 Planting Restrictions on Lots:** In order to facilitate cemetery maintenance and operations, borders, curbs, coping, fences, railings, walls, ditches, hedges or other articles are not permitted to define the perimeter of a Lot, Grave or planting area, and will be removed and disposed of by the Cemetery Operator without notification.

The Cemetery reserves the right to dedicate planting areas within the Cemetery. Flower beds are permitted in the Adult and Child lot Sections and are restricted to 12” from the front of the monument foundation and running no longer than the length of the foundation.

Planting of flowers or placement of any articles in the designated Cremation Sections and in Adult Lots in which a marker has been installed at the head, centre or foot of the grave is prohibited. All such flowers and articles will be removed by the Cemetery Owner without notice.

Flower beds must be maintained by the Interment Rights Holder. Any flower bed not being maintained will be removed by the Cemetery Operator without notice.

5.4 Flower Borders: FOR SAFETY REASONS, ABOVE GROUND BORDERS ARE NOT PERMITTED. All borders around the flower bed must be installed flush with the ground at a distance of not more than 12” in front of the foundation and running no longer than the length of the foundation. Any borders not in compliance will be removed by the Cemetery Operator immediately, without notice, as they interfere with the daily grounds maintenance, preparation of interments, and installation of vaults and Monuments, as equipment cannot manoeuvre around them.

5.5 Grading of Lots and Cutting Sod: Only the Cemetery Operator or contractors authorized by the Cemetery Operator may cut or remove sod or soil or change the grading of a Lot or Grave or any surrounding area.

5.6 The Cemetery Operator's employees are not permitted to do any work for Interment Rights Holders except upon the Order of the Cemetery Operator through the Cemetery Office. *All inquiries must be made at the Cemetery Office or by telephone #343-9313 and not with grounds employees.*

No cemetery employee shall receive any fee, gratuity or commission in connection with any work done or to be done in the cemetery except from the Cemetery Operator.

The Cemetery Operator shall have the right to maintain guards if necessary, but is under no legal obligation to do so.

6. ARTICLES PLACED ON INTERMENT RIGHTS HOLDINGS

6.1 General: The Cemetery Operator is committed to supporting a broad array of ethnic preferences and is diligent to create a respectful and dignified resting place for the multi-cultural communities that we serve.

Permitted articles must be placed within the designated planting area of the Lot, or Grave, as defined in the by-laws.

The Cemetery Operator reserves the right to regulate the articles placed on Lots or Graves that pose a threat to the safety of all Interment Rights Holders, visitors to the Cemetery or Cemetery employees, prevent the Cemetery Operator from performing general cemetery operations, or are not in keeping with the dignity and decorum of the Cemetery. Prohibited articles will be removed and disposed of without notification.

To assist Interment Rights Holder, the following are examples, but not limited to, articles that are prohibited from being placed on Lots or Graves within the Cemetery:

- articles made of hazardous materials such as non-heat resistant glass (excluding porcelain pictures affixed to the monument), ceramics, or corrosive metals;
- decorative stones or sharp objects;
- trellises or arches;
- chairs or benches;
- resin and concrete statuary;
- wooden articles or structures

Please contact the Cemetery Office for clarification prior to purchasing or placing an article on an Interment Right Holding.

6.2 Temporary Wooden Crosses: Only the Cemetery Operator can provide and install a temporary wooden cross on a grave. The cross is intended to provide the Interment Rights Holder one year's grace in which to make arrangements for a permanent granite memorial with a monument company. The cross will be removed after one year.

Any temporary wooden crosses placed on a Lot or Grave by anyone other than the Cemetery Operator will be removed and disposed of by the Cemetery without notice.

6.3 Candles, Incense or Flammable Articles: Lighted candles may be placed on a Lot or Grave only when attended by an adult. Candle holders must be fully enclosed on all sides by means of a door or lid, and housed within a non-flammable, non-breakable container. Due to their hazardous nature, oil lamps are not permitted at any time. Lighted candles must be extinguished prior to leaving the Lot or Grave.

Any damage caused by candles is the direct and total responsibility of the Interment Rights Holder. The Cemetery does not assume any liability in this regard.

The Cemetery may remove at its sole discretion, any such article and dispose of it without notification.

6.4 Saddle Sprays: Saddle sprays set upon the top of the monument are permitted year round. Those saddle sprays which are deemed weathered will be removed and disposed of by the Cemetery Operator, without notification.

6.5 Hanging Baskets are not permitted.

6.6 Memorial Wreaths: Memorial wreaths may be placed in the garden area. Those memorial wreaths deemed weathered will be removed and disposed of by the Cemetery Operator, without notification.

6.7 Responsibility for Articles: Articles placed on Lots, Graves, or attached to floral tributes contained in a Columbarium Niche vase, or Mausoleum Crypt vase are the sole responsibility of the Interment Rights Holder. The Cemetery Operator is not responsible for the loss of or damage to any articles placed on Lots, Graves or attached to a floral tributes in a Niche or crypt vase.

Articles left during the winter months are subject to deterioration and damage, and impede cemetery operations. It is recommended that Interment Rights Holders remove all articles and tokens of remembrance during the winter months.

7. MAUSOLEUM CRYPTS AND NICHES

[A] GENERAL:

All the general rules and regulations of St. Andrew's Catholic Cemetery, Thunder Bay, shall apply to Mausolea and Columbaria.

- 7.1 Documents Required For Entombment:** Interment Rights Holder are required to visit the Cemetery Office and complete a prescribed Cemetery Contract, and written direction and authorization prior to an Entombment taking place. Should the Interment Rights Holder be the deceased, direction must be provided in writing by the next of kin or estate executor.
- 7.2 Payment:** Payment must be made to the Cemetery Operator before an Entombment may take place.
- 7.3 Sealing after Entombment:** Only the Cemetery Operator may open and seal Crypts and Niches for Entombments. This applies to the inside sealer and the crypt and niches shutter front.
- 7.4 Witnessing an Entombment:** The Entombment of remains cannot be witnessed by those present at the funeral service. The Cemetery Operator reserves the right to delay an entombment should family wish to be present.
- 7.5** Any unauthorized adornment or emblem will be removed and disposed of without notice and at the expense of the Interment Rights Holder. No persons other than the Cemetery Operator shall remove or alter crypt fronts.

[B] OUR LADY OF CHARITY MAUSOLEUM

- 7.6 Memorialization:** To ensure quality control, desired uniformity and standard of workmanship, the Cemetery Operator reserves the right to supply and install all bronze lettering, bronze vases, bronze adornments, bronze emblems, and ceramic pictures within bronze frames on crypt and niche fronts. The Cemetery Operator also reserves the right to set the placement and size of those items permitted. Approved samples are on display at the Cemetery Office and the fees are set out in the Cemetery Price List. The following sets out what is available:
- i) Marble crypt fronts:** Bronze lettering, porcelain picture and emblems.
 - ii) Marble niche fronts:** Bronze plaque, porcelain picture and emblems.
 - iii) Glass niche fronts (inside units):** Bronze standing plaque, porcelain picture. Only the urn containing the cremated remains of the deceased and those memorialization items supplied from the Cemetery may be placed in these units. The Cemetery Operator must approve all items prior to their placement in the Niche, and must supervise the insertion and/or removal of items into or out of the Niche.

Variances in the shading of bronze emblems are due to the supplier's casting and out of the control of the Cemetery Operator. The Cemetery Operator will strive to ensure the variance, if any, is minimal.

7.7 Flowers: Only one vase unit will be permitted on a single size Crypt front and two vase units will be permitted on double or couch size Crypt fronts. The Risen Christ Columbaria cannot accommodate vase units. All other columbaria have provision for one single vase per unit. The marble niche fronts on the Risen Christ columbarium are restricted and limited to the urn, a plaque and a single picture.

- i) No live flowers or dried flowers are permitted in the vase units.
- ii) Artificial flowers will be permitted in the vases and lamp/vase units on the crypt or niche fronts year round. Attachment of any other flowers, wreaths, signs, insignia, emblems, or any other adornment to any crypt and or niche front is strictly prohibited.
- (iii) Flower arrangements which encroach on neighbouring crypt or niche shutter fronts will be removed by the Cemetery Operator without notice.
- (iv) Live floral arrangements are permitted for the committal service but must be removed immediately thereafter and placed outside the Mausoleum for a period of two days, including the day of the funeral, after which they shall be removed by the Owner.

7.8 Articles not Permitted: Pedestals, urns, candles, vesper lights, glass, pottery, greeting cards, and any articles attached to the floral tribute and/or placed on the floor or ground are deemed to be prohibited articles, and shall not be allowed in any part of OLC Mausoleum. Prohibited articles will be removed and disposed without notification.

[C] URN RESTRICTIONS:

7.9 Only one (1) memorial urn may be placed in a niche unless the niche has been purchased with the written agreement that more than one (1) urn may be placed therein. All remains placed in a niche must be in a closed container. Only glass, metal, or marble urns may be placed in glass niche units. Wooden urns are not constructed to withstand the elements and are not permitted in glass niche units.

The dimension of the urn must be so as to fit in the purchased niche. If the niche is intended for the inurnment of more than one urn, the dimensions of the urns must be adequate to accommodate those urns in the same niche. The Cemetery reserves the right to refuse inurnment of any urn or urns which is oversized or in any way inappropriate for use in the specified niche.

7.10 Security: Interment Rights Holders and the public are encouraged to visit the Mausoleum during posted cemetery visitation hours as listed in By-law 1.1. Where card-entry is provided, Interment Rights Holders will receive two (2) cards to the Mausoleum at the time of purchase. Replacement cards may be acquired from the Cemetery Office subject to a deposit fee.

8. OUTSIDE CONTRACTORS

8.1 Contractor Pre-approval Required Before Working: Any contract work to be performed within the Cemetery requires the written pre-approval of the Interment Rights Holder and the Cemetery Operator before the work may begin. Pre-approval includes but is not limited to: landscaping, delivery of Monuments and Markers, inscriptions, designs, drawings, plans and detailed specifications relating to the work, proof of all applicable government approvals and permits, the location of the work to be performed.

It is the responsibility of all Contractors to report to the Cemetery Office and provide the necessary approvals before traveling to the Lot, or Grave to perform the work.

8.2 Permission to Perform Contract Work: Contractors employed to erect a memorial, structure, complete landscaping, or to do any other work in the Cemetery shall report to the Cemetery Office and provide to the Cemetery Operator the written consent of the Interment Rights Holder prior to commencing their work. Such consent shall designate the location of the Burial rights and the work to be performed.

Contractors who begin work within the Cemetery without first obtaining all proper authorizations contained herein will be asked to leave the property.

8.3 Compliance with Legislation: Any person, firm, or corporation (“Contractors”) performing any work in the Cemetery must comply with all applicable legislation including without limitation: WSIB, Occupational Health and Safety (WHMIS) and Environmental Protection, and maintain general liability insurance of not less than \$3,000,000 (“Coverage”). Such Contractor shall provide written proof of such Coverage at the request of the Cemetery Operator within 72 hours of a written request and prior to commencing any work within the Cemetery.

Should a Contractor not be able to provide written proof of Coverage within the prescribed time limit, said Contractor shall be prohibited from completing any work within the Cemetery until written proof of Coverage has been provided to the Cemetery Operator.

8.4 Cemetery By-laws Apply: All Cemetery by-laws apply to all Contractors and all work carried out by Contractors within the Cemetery grounds.

8.5 Contractor’s Liability: Contractors will conduct their operations to prevent damage to any grounds, turf, shrubs, trees, flowerbeds, Monuments, Markers, vases, or any other article or natural feature in the Cemetery. Contractors shall lay planks on the Lots, or Graves, and paths over which heavy materials are to be moved, in order to prevent damage. Any damage caused by Contractors shall be rectified by the Cemetery Operator at the expense of the Contractors.

8.6 Contractor Hours of Work: Contractors will be permitted to complete their work during the following hours: 8:30 a.m. to 4:00 p.m. Monday through Friday. Contractors are not permitted to work within the Cemetery during evenings and on the weekend or statutory holidays. Contractors shall temporarily cease all operations if they are working within 100 metres of a funeral until the conclusion of the service. The Cemetery Operator reserves the right to cease Contractor operations on a temporary basis.

8.7 Contractor Attire and Conduct: Contractors performing work within the Cemetery are responsible for their actions, conduct, behaviour, and attire. Shirts with sleeves, long pants and CSA approved safety boots must be worn at all times. Contractors who fail to comply with the required attire will be asked to leave the Cemetery grounds.

Canvassing for orders or distributing business cards in the Cemetery is forbidden. The placing of the Monument dealer’s, manufacturer’s or quarry’s name, insignia or trade mark in any form on any Monument or Marker or on any clothing worn by the Cemetery Operator’s employees while on duty is not permitted.

8.8 Removal of Implements and Rubbish: Contractors working within the Cemetery must remove all implements, equipment and rubbish from the Cemetery at the conclusion of the work or at the end of each work day. All work sites must be secured when left unattended.

9. CORRECTION OF ERRORS

The Cemetery Operator may, to correct any error that may have been made by it in making an interment, disinterment or removal, or in the locating transfer or granting of any Interment Rights, either cancel such grant and substitute and grant in lieu thereof other Interment Rights or another location of equal value and comparable location as far as is reasonably possible and as may be selected by the Cemetery Operator.

In the alternative, the Cemetery Operator may refund the money paid on account of the purchase of the Interment Right(s). 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, the Cemetery Operator with the permission of the local Medical Officer of Health and the Interment Rights Holder may remove and re-inter the remains in such other Lot of equal value and comparable location as may be substituted and granted in lieu thereof.

10. EFFECTIVE DATE

These Bylaws shall become effective when approved by the Registrar under the Act.

These Bylaws were approved *.