

ST. MARY'S CEMETERY
A Division of
ARCHDIOCESE OF KINGSTON
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OPERATING BY-LAWS
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I PREAMBLE

St. Mary's Cemetery is located at 718 Division Street, Con. 2 L.Pt., Farm 24, Kingston, Ontario, County of Frontenac, Province of Ontario. It was established by the Roman Catholic Episcopal Corporation of the Diocese of Kingston in Canada in the year 1853.

The Board of Trustees of St. Mary's Cemetery, in the discharge of its' responsibilities, appeals to the public to co-operate by following these By-Laws, which have been adopted for the upkeep and improvement of the Cemetery as a becoming and respectful place for the interment of the dead.

St. Mary's Cemetery is licensed to act as a non-profit Religious Cemetery in accordance with the Funeral, Burial and Cremation Services Act.

II FOREWORD

The word Cemetery recalls our faith in Christ and reveals His promises. It means the sleeping place. Hence, Catholics revere the Cemetery, and are particularly solicitous that it be well kept and protected from desecration.

1. PURPOSE OF CEMETERY

The Cemetery is a sacred place, blessed by the Church, intended for the interment 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 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.

2. ADMINISTRATION

- (a) St. Mary's Cemetery is a Holding of the Roman Catholic Episcopal Corporation of the Diocese of Kingston, Ontario, Canada.
- (b) Management and direction of the Cemetery is entrusted to a Board of Trustees, appointed by Parish Pastor(s) in consultation with the Archbishop of Kingston.
- (c) The Board shall meet at least twice each year, including the Annual General Meeting. At the Annual Meeting, the Financial Statement shall be presented, the Price List set and matters regarding Cemetery upkeep and maintenance resolved. At this meeting, the members of the Board shall elect from among themselves the Chairperson for the year and other officers as necessary. If required, additional meetings may be called by the Chairperson.
- (d) The Secretary-Treasurer shall, ensure that meeting minutes and resolutions adopted are properly recorded, have the care of all Cemetery records and documents, and keep a proper record of all money transactions pertaining to Cemetery operations.
- (e) The Board shall appoint an Administrator of Operations, also referred to as a General Manager, licensed as applicable under the FBCSA, who will have the responsibility of the day to day operating requirements of the Cemetery in accordance with Provincial requirements, employer labour laws, Municipal laws and good business principles and who is accountable to the Board.
- (f) All monies received by the Cemetery shall be used exclusively for the purposes of the Cemetery.
- (g) The Diocese, the Parish, the Board and all others responsible for the Cemetery shall not be liable for any loss or damage beyond their control.

2 i HOURS OF OPERATION

- (a) Cemetery Grounds Visitation Hours:
Interment Rights Holders and the general public may visit the Cemetery Grounds during daylight hours, using the main entrance to the Cemetery located at 718 Division Street. Cemetery personnel monitor the grounds Monday through Friday, 8:00 a.m. to 4:45 p.m. and on Saturdays if interment or entombment services are conducted.
- (b) Office Hours:
Cemetery Office business hours are Monday through Thursday, 9:00 a.m. to 4:00 p.m. and Friday 9:00 a.m. to 12:00 p.m., excluding statutory holidays. Respective of our environment and those we serve, appointments may be made other than within these time frames, to facilitate the necessity of purchasing Interment Rights and/or finalizing interment or entombment arrangements. Please contact the Cemetery Office during standard business hours, and every effort will be made to accommodate your request.
- (c) Grounds Service Hours:
Interment and entombment will be carried out between the hours of 9:00 a.m. and 3:30 p.m., Monday through Friday (excluding statutory holidays). A standard service rate shall apply when service requests are conducted within this time period.

- (d) Interment and entombment is permitted on a Saturday (excluding statutory holidays) between the hours of 9:00 a.m. and 3:30 p.m. but shall be subject to extra charges above the standard service charge applicable. Interment and entombment may be permitted on a statutory holiday, (under special circumstance), between the hours of 9:00 a.m. and 3:30 p.m. If permitted, the service request shall be subject to additional charges above the standard interment or entombment fee.
- (e) Interment or entombment will not be permitted on a Sunday or a religiously significant day, as recognized by the Catholic Church.

3. DEFINITIONS

In these By-Laws the following words and phrases shall have the meanings set forth opposite each of them respectively. Any word or phrase appearing in the By-Laws which is not defined in this section, but which is defined in the Act, shall have the meaning set out in the Act.

- ACT** – Funeral, Burial and Cremation Services Act, 2002, Chp. 33, and any Regulations promulgated there under, as from time to time amended, replaced or superseded.
- BOARD** – the appointed Board of Trustees for St. Mary's Cemetery.
- BURIAL PERMIT** – a permit issued by the Division Registrar, as defined in the Vital Statistics Act, RSO 1990, c.V4.
- BY-LAWS** – are representative of Provincial legislative requirements under the Funeral, Burial and Cremation Services Act and the rules and regulations under which the Cemetery operates.
- CARE AND MAINTENANCE** – a trust fund established by the Owner under the Act from funds received from the sale of interment rights, markers, or marker installations for the purpose of generating income for the Care and Maintenance of the Cemetery, graves, plots, lots, markers, mausoleum, columbarium or any particular part thereof.
- CARE AND MAINTENANCE OF MARKERS** – the maintenance of all markers to ensure the safety of the public.
- CEMETERY** – St. Mary's Catholic Cemetery, 718 Division Street, Kingston, Ontario, K7K 4B9.
- CHURCH** – the Universal Church, or if it pertains to a local circumstance, then it refers to the Archdiocese of Kingston.
- COLUMBARIUM** – an above ground structure designed for the purpose of entombment of cremated human remains in niches or compartments.
- CONCRETE VAULT** – an outer container constructed of concrete that encloses a casket within the ground.
- CREMATED REMAINS** – that which is left after a body is cremated.
- CREMATORIUM** – a building that is fitted with mechanical equipment for the purpose of cremating human remains and approved or established as a crematorium under the Act.
- CREMATION URN** – a container used to hold cremated remains.
- CRYPT** – a compartment within a mausoleum designed for the entombment of human remains.
- DISENTOMBMENT** - the removal of human remains, or cremated human remains from a crypt or niche.
- DISINTERMENT** - the removal of human remains or cremated human remains from in-ground burial placement.
- ENTOMBMENT** – the interment of human remains above ground in a crypt or niche.
- GRAVE** – a space of ground in the Cemetery used or intended to be used for the burial of human remains.
- FLAT MARKER** – a marker made of granite or bronze set flush with the ground.
- FUNERAL DIRECTOR** - a person licensed as a Funeral Director under the Act.
- INSCRIPTION RIGHTS** – the right to inscribe on a marker, monument, niche or crypt.
- INTER** – the act of burial of human remains which includes the placing of human remains in a grave, lot, plot, or in a crypt or compartment in a mausoleum and the placing of cremated human remains in a niche or compartment in a columbarium.
- INTERMENT** – burial of human remains.
- INTERMENT RIGHTS** – includes the right to require or direct the interment of human remains in a grave, lot, plot, crypt or niche.
- INTERMENT RIGHTS HOLDER** – a person shown on the records of the Owner and on the Interment Rights Certificate issued by the Owner as the holder of the interment rights with respect to a grave, lot, plot, crypt or niche and who may or may not be the purchaser of such interment rights or of any related Cemetery supplies or services.
- LOT** – an area of land within a Cemetery for interment of one or more human remains and which may contain one or more graves, affixed to a grave, lot, plot, crypt or niche or other structure or place intended for the burial of human remains.
- MARKER** – any monument, tombstone, plaque, headstone, cornerstone or other structure or ornament affixed to or intended to be affixed to a grave, lot, plot, crypt or niche or other structure or place intended for the burial of human remains.
- MAUSOLEUM** – an above ground building or structure other than a columbarium designed or used as a place for the entombment of human remains in crypts or compartments.
- MONUMENT** – a granite structure projecting above the ground including a base of granite.
- NICHE** – a compartment within a columbarium designed for the entombment of cremated human remains.
- OWNER** – Archdiocese of Kingston represented where applicable by its' duly appointed agents and employees.

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

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

PORCELAIN/PHOTOPLAQUE MEMORIAL PICTURES - a photo manufactured with a porcelain-like material or plastic-like material.

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

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

WREATH – an artificial floral arrangement of plastic, or silk-like flowers placed on a metal wreath stand.

WREATH SADDLE – an artificial flower arrangement designed to be placed on top of an upright monument.

4. INTERMENT RIGHT OPTIONS

St. Mary's Cemetery has provided for the interment needs of the Catholic community since the early 1850's. During this period there have been changes within the funeral industry and legislative requirements necessitating the enlargement of lots and plots, in length, width and depth, to accommodate larger containers for burial and memorialization options.

Interment Rights Sales, representative of the era may not be conducive with current legislative requirements and interment practices.

Individual(s) having Interment Rights for an Adult Lot having perimeter dimensions less than 30 inches in width by 120 inches in length, located within Plans 1,2,3, and 4 of the Cemetery are requested to contact the Cemetery Office for confirmation and clarification of their Rights in compliance with the Cemeteries Act and current Cemetery By-Laws.

4 i Standard Adult Lots:

Also known as a single adult grave has perimeter dimensions of either 36 or 42 inches in width by 120 inches in length inclusive of monument and garden spacing. The capacity of a Lot is one traditional interment and three cremation interments interred above the container utilized for traditional interment, or four cremation interments. The use of a concrete outer shell for traditional interment will restrict the size of a cremation urn or outer encasement to a height of less than 14 inches. Where cremation interment occurs prior to traditional interment there will be additional charges applicable for the removal and replacement of the urn(s) to allow for the traditional interment. A standard adult lot provides for the placement of one monument and one marker, or two markers.

Infant Lots:

Have dimensions of 30 inches in width by 42 inches in length inclusive of marker spacing. The capacity is the interment of one infant only. The dimensions of Infant Lots prior to 2013 have varying width and lengths, affecting options for the sizing and placement of monuments, markers and gardens. Please contact the Cemetery Office for confirmation of marker sizing permissible.

Cremation Lots Section A:

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

Cremation Lots Section B Lots:

The dimensions are 40 inches by 30 inches inclusive of flat marker spacing, with the capacity of the interment of the cremated remains of two individuals only. The planting of flower gardens within this section is prohibited.

Cremation Gardens:

Are located throughout the Cemetery and can vary in size and interment options. Interment and memorialization options would be specified on the Contract and Interment Rights Certificate.

4 ii COLUMBARIUM NICHES

Divine Mercy Niches: 10 inches in width by 10 inches in height by 9 inches in depth and will accommodate one urn containing the cremated remains of one individual only.

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

Holy Cross Niches: 13 inches in width by 13 inches in height by 18 inches in depth and will accommodate the cremated remains of two individuals only.

4 iii MAUSOLEUM

Single Crypt has the capacity of one casket and one cremation urn (Single size door)

Couch Crypt has the capacity of one casket and one cremation urn (Three segment door)

Tandem Crypts have the capacity of two caskets placed end to end, and separated by a sealed panel (Single size door)

Companion Crypts two crypts side by side has the capacity of one casket and one cremation urn in each crypt
(One large door covering two side by side crypts)

*Entombment of a cremation must occur prior to or at the time of casket entombment. The cremation urn must allow for unobstructed placement of the casket.

Custom Mausoleums may be designed, constructed and established as private use units, upon Board approval and subject to the Act.

4 iv MEMORIAL TREE PROGRAM

Can be established throughout the Cemetery allowing for varying personalized options, which will be represented within the Contract and Interment Rights Certificate as provided by the Cemetery.

5. GENERAL

(a) These By-Laws have been adopted by the Owner and are intended for the benefit and protection of the Interment Rights Holder, the Cemetery and the Owner, it's officers and employees.

(b) In addition to the By-Laws from time to time in force in regard to the Cemetery, all Provincial, Municipal or other local regulations shall be observed.

(c) These By-Laws may be at any time changed, amended, altered, appealed, rescinded or added to, upon the approval by the Owner and the Registrar.

(d) Wherever under these By-Laws any occurrence, act or thing is stated to be permitted with the authorization, consent, permission or approval of the Owner, such authorization, consent, permission or approval shall be in writing, shall be granted prior to the undertaking of such occurrence, act or thing and may be withheld in the Owner's sole discretion.

5 i CARE AND MAINTENANCE FUND

The Treasurer shall cause to have deposited to the Care and Maintenance Fund the following amounts according to the Act:

(a) Interment Rights

For a grave larger than 24 square feet, the greater of 40 percent of the purchase price or \$250.00

For a grave smaller than 24 square feet, the greater of 40 percent of the purchase price or \$150.00

For crypts, the greater of 20 percent of the purchase price or \$500.00

For niches, the greater of 15 percent of the purchase price of \$100.00

(b) Marker Installations

Flat marker over 173 square inches, \$50.00

Upright monument up to four feet in height or width, \$100.00

Upright monument over four feet in height or width, \$200.00

5 ii CARE AND MAINTENANCE OF LOTS

The Cemetery is maintained under the Care and Maintenance Fund and all Interment Rights sold in respect of the Cemetery are covered by the Fund. A portion (as set out in 5 (i) of these By-Laws) of all monies received from the sale of Interment Rights and markers is invested and the income derived there from is available for maintenance. The above mentioned Care is to be understood as the care and maintenance of plots, lots, graves, crypts, and niches necessitated by natural growth and ordinary wear, and includes cleaning, planting, cutting, etc., and care of lawns, trees, shrubs, cleaning and maintenance of roadways, walks and buildings, owned by the Cemetery, provided there are sufficient funds for that purpose.

The term "Care" shall in no case mean the replacement of any memorial placed or erected upon any lot; nor the planting of flowers or work in the Cemetery, including work caused by impoverishment of the soil or disruption of water supply facilities.

5 iii CARE AND MAINTENANCE OF MARKERS

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

5iv SPECIAL CARE

Special Care shall include only those specific services set forth in any Special Care agreements with the Interment Rights

Holder, provided said services are not inconsistent with the purpose for which the Cemetery was established or is being maintained.

5 v GRADING AND IMPROVEMENTS

- (a) With the exception of approved plantings (i.e. flower beds), all grading, landscape work and improvements of any kind and all care and maintenance of lots shall be done, and all trees, shrubs and herbage of any kind shall be planted, trimmed or cut under the direction of the Administrator of Operations.
- (b) All improvements or alterations of lots in the Cemetery shall be under the direction of and subject to approval of the Administrator of Operations. If made without the written consent of the Administrator of Operations, the Administrator of Operations may cause the removal, alteration, or change of such unapproved improvements at the expense of the Interment Rights Holder. This includes the right to remove and/or prune trees or shrubs situated on any lot that by means of their roots, or in any other way is detrimental to the adjacent lots, drains, road or walks, or prejudicial to the general appearance of the grounds or inconvenient to the general public, or to gain access to their lot or an adjacent lot.

5 vi FLOWERS AND PLANTINGS

- (a) The Owner shall not be liable for vases, fresh or artificial flowers, or memorial wreaths placed on any Grave, Lot or Plot.
- (b) The Board reserves the right to prevent the removal of any vases, floral bouquets, flowers or memorial wreaths which are placed on any Grave, Lot or Plot without the permission of the Interment Rights Holder.
- (c) One bouquet of fresh flowers is permitted in a vase that is attached to the marker from April 1st to October 31st, inclusive. The Board reserves the right to turn down bronze vases, dispose of any plastic cone shaped vases and flowers from November 1st of each year.
- (d) Unless otherwise specified on the Interment Rights Certificate or these By-Laws, dwarf trees, shrubs and flowerbeds may be planted in the designated Monument Space. Plant material should be chosen carefully to ensure that it will not overgrow the perimeter boundaries of the Monument Space. The Owner reserves the right to dedicate areas as no planting areas within the Cemetery. (i) A flowerbed is to be placed in front of the existing monument, it may extend the full length of the monument base and have a front edge 30 inches from the back of the monument base, centered in front of the base, leaving no grassed area within the planting area. (ii) Dwarf trees and shrubs planted must have a biodegradable mulching placed around the base to ensure no grass or weed growth and to permit grass trimming activities, reducing the risk of damage to the planting. (iii) Flowerbeds on Children and Infant Lots or Graves must be planted in a bed appropriate to the size of the Lot or Grave and permit unobstructed grounds maintenance by Cemetery personnel. (iv) Plantings and planted materials may have to be removed to facilitate a burial within a Lot or Grave. (v) Should plant material become unsightly, neglected, overgrow the Monument, infringe on an adjacent Lot or Grave or require removal to permit a burial, the plant material will be removed by the Cemetery at the expense of the Rights Holder(s) who will be notified in writing of such removal.
- (e) No plantings or articles other than stipulated within these By-Laws are permitted to be placed within the vicinity of Mausoleum or Columbarium's owned by the Owner.
- (f) Plantings or placing any type of curbing, around Graves or Lots is not permitted. Wreath saddles may remain on top of an Upright Monument year-round. The Owner reserves the right to remove and dispose of any wreath saddles that become deteriorated or dirty.
- (g) Wreaths on wreath stands where permitted, may be placed on Graves and Lots from November 1st to March 31st inclusive. The Owner reserves the right to dispose of any wreaths, wreath stands, or artificial flowers placed between April 1st and October 31st at the expense of those responsible.
- (h) Maintenance of flower beds and other plantings on individual Graves or Lots is deemed to be additional to services outside of those services covered by the Care and Maintenance Fund for which a reasonable charge is made. Complete information and estimates may be obtained from the Cemetery Office.
- (i) The placement of solar or battery-operated lighting is permitted within a flowerbed only.

6. USE OF CEMETERY

- (a) All visitors within the Cemetery shall use only the avenues, roads, and walks, unless it shall be necessary to walk on grass to any Interment Rights Holder's lot.
- (b) Only the Interment Rights Holders and their relatives or friends shall be permitted on a Cemetery lot, plot or grave. Any other person thereon shall be considered a trespasser and the Owner shall owe no duty to said trespasser to keep the property, or the memorial thereon, in a reasonably safe condition.
- (c) Idling, loafing, loitering or any boisterous demonstration within the Cemetery or any of its buildings is strictly prohibited. As well, Sporting and Recreational activities within the property including but not limited to cycling, skateboarding, rollerblading, running, and dog walking are also prohibited.
- (d) Children under fifteen years of age are not permitted within the Cemetery unless accompanied by an adult.

- (e) Animals are NOT permitted within the Cemetery except as working guide animals.
- (f) Lawns shall not be disturbed for any purpose except under the supervision of the Administrator of Operations.
- (g) The Cemetery provides containers for waste material that are conveniently located for Interment Rights Holder's use. Waste material originating from outside of the Cemetery is not to be left at the Cemetery.
- (h) No one shall remove any flowers, break any branches, remove, injure, or cut any trees, plants or shrubs without specific permission of the Administrator of Operations.
- (i) Other than the Owner, no one shall be permitted to sell, or to solicit the sale of any commodity whatsoever within the Cemetery.
- (j) No signs, notices or advertising of any kind shall be allowed within the Cemetery except those placed by the Owner.
- (k) No photographs or video shall be permitted within any part of the Cemetery, including within any buildings located thereon, without the consent of the Owner.
- (l) No assemblages shall take place in the Cemetery except with the written permission of the Owner.
- (m) Entry into the Cemetery by members of the public shall be permitted between the hours of 8:00 a.m. and dusk subject to the Owner's right. Hours of visitation may from time to time be adjusted by the Owner and posted at the Cemetery. Visitors should confirm hours of operation in advance with the Cemetery Office.
- (n) Entry into the Cemetery shall be permitted only during such hours as posted by the Owner.
- (o) The Owner shall have the right to retain security guards if in its discretion it is deemed necessary but is under no legal obligation to do so.
- (p) The Board 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 and the like shall not be permitted on any lot or in any mausoleum and such articles if so placed may be removed by the Board in its discretion, without notice or compensation to any party.
- (q) No unattended lighted candles or any other type of illumination, shall be permitted on any lot or in any mausoleum or columbarium and the Owner shall be entitled in its sole discretion to remove and dispose of same without notice or compensation to any party.
- (r) Vehicles must be kept under control at all times and at no time shall such vehicles be driven on the grass or at a speed in excess of twenty five kilometers per hour. Vehicles are not allowed to park or to come to a full stop in front of an open grave, unless such vehicles are for occupants in attendance at the funeral which is proceeding to the said 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 so parked or left, the Owner may remove the said vehicle without notice or compensation to the owner of such vehicle.
- (s) 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.

6 i EMPLOYEES

- (a) The Owner's employees are not permitted to undertake any work for Interment Rights Holders except upon the order of the Owner.
- (b) No Cemetery employee shall receive or accept any fee, gratuity or commission, directly or indirectly, except from the Owner.
- (c) All inquiries related to the Cemetery or to any plot, lot, grave, crypt or niche or marker located therein must be made at the Cemetery Office.

7. INSTRUCTIONS TO INTERMENT RIGHTS HOLDERS

- (a) Interment Rights, supplies and services may be purchased on an installment plan in advance of need.
- (b) No interments or entombments shall be permitted, and no other services or supplies will be furnished until all payments due to the Board have been made.
- (c) The Owner may from time to time establish a schedule of charges for Interment Rights, supplies and services within a Cemetery.
- (d) Subject to the provisions of the Act, the Owner reserves the right to specify the terms of purchase of all Interment rights, supplies and services.
- (e) Any plot, lot, niche or crypt is intended for use, for interment purposes only, the Interment Rights Holder or, upon his or her written consent, by his or her immediate family or relatives, Interment Rights may be re-sold, assigned or otherwise conveyed by the Interment Rights Holder to any other person as may be provided in the Act, provided, however, that: (i) such persons conforms to direction provided in Section I: (ii) a completed Endorsement for Sale or Transfer of the Interment Rights has been provided to the Cemetery Office with a written request or direction that the Cemetery Office register such 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 Owner and such new Certificate issued by the Owner. Notwithstanding the foregoing, however, no person other than the Owner shall be permitted to re-sell, or offer or solicit for resale, Interment Rights from within the Cemetery or any part thereof. Without limiting the foregoing prohibition, no person may in respect of any Interment Rights, canvas for sale, distribute brochures, advertisements, business cards or any other material or literature within the Cemetery, or place any sign upon any plot, lot, crypt or niche, for the purpose, direct or indirect, of offering such Interment Rights for resale, or transfer or profit. In the event of a transfer of Interment Rights by way of re-sale, the selling price received by the seller of such Interment Rights shall not exceed the then current price for comparable Interment Rights within the Cemetery as set out in the Cemetery price list in effect at the date such sale or transfer is completed.

(f) An Interment Rights Holder may file a written designation naming persons who may be interred or entombed in the lot, plot, grave, crypt or niche registered in his or her name, and unless countermanded in writing, interments will be permitted in accordance with such designation. In the absence of any written designation on file, a request for the interment of any person other than the Interment Rights Holder shall be made in writing by the Interment Rights Holder. Notice of any intended interment or entombment in a lot, plot, grave, crypt or niche must be given to the Owner at least sixteen working hours prior to the time fixed for interment.

(g) No transfer of any Interment Rights shall confer any rights on the transferee until the transfer has been recorded with the Cemetery Office and the name of the transfer entered in the records of the Cemetery as the new Interment Rights Holder.

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

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

(j) Any person becoming the 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 which the deceased Interment Rights Holder has made and filed with the Owner during the lifetime of such Interment Rights Holder.

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

(l) In determining the status or authority of any person to act as a Personal Representative of a deceased Interment Rights Holder, or the right or claim of any person to be an Interment Rights Holder, or the authority of any other person to deal with or provide direction to the Owner in respect of any matter relating to Interment Rights, a grave, plot, lot, crypt, niche, marker, monument or any other matter or thing to which these By-Laws relate, the Owner shall

be entitled to require the production of certified or notarized copies of such wills, codicils, supporting affidavits, or other documents as the Owner, in its sole discretion, deemed to be necessary or advisable in the circumstances.

8. ARRANGEMENTS FOR INTERMENTS

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

(b) If required, written evidence of eligibility for Catholic burial conforming to the direction provided in Section I shall be furnished.

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

(d) Roman Catholic services shall be conducted only by a cleric holding faculties from the Ordinary of the Diocese.

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

(f) Only the Administrator of Operations may arrange for equipment to be used for interments, disinterments or removals.

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

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

(i) Compliant with Catholic Directives regarding the disposition of cremated remains, presented by the Diocese of Kingston; "When the body is cremated, the cremated remains are to be treated with the same respect as would be accorded the body. In the Catholic tradition the ashes of the deceased are to remain integral.

This means that cremated remains are NOT to be:

- . Divided among family members or friends;
- . Placed in articles to be worn, or kept as mementos;
- . Kept in a home;
- . Divided for Interment in more than one location;
- . Commingled with the cremated remains of those of another person or animal;
- . Scattered on land or sea.

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

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

(j) The Interment Rights Holder prior to the time of interment shall supply to the Cemetery Office:

- (i) burial permit;
- (ii) cremation certificate issued by the crematorium conducting the cremation;
- (iii) written permission of the Interment Rights Holder, or his/her Personal Representative;
- (iv) Cemetery information sheet;
- (v) Christian burial Certificate (if required);
- (vi) payment in full;
- (vii) signed contract;
- (viii) social services requisition (if required).

(k) Flowers or Floral arrangements shall be delivered to the Cemetery in sufficient time to permit placement of such arrangements before the funeral arrives. Fresh flower arrangements may be displayed outside the mausoleum in an area designated by the Owner for that purpose. All such flowers or floral arrangements may be removed by the Owner following the conclusion of the committal service. The Owner reserves the right to limit the number of floral pieces in keeping with the decorum and dignity of the Cemetery.

(l) The Owner shall not be responsible for any delay in a committal or prayer service or in an interment or entombment caused by or arising from (i) a protest to the service, interment or entombment made to the Owner by any person; (ii) a failure to comply with any provision of these By-Laws; (iii) the number of funeral services occurring at any given date or time; (iv) equipment failure; (v) shortage of Cemetery employees due to illness; or (vi) any other circumstance or event beyond the reasonable control of the Owner.

(m) Cremated human remains must be delivered to the Cemetery Office by a bonded courier, member of the Interment Rights Holders' family or employees of a Funeral Home.

(n) Scattering of cremated remains is not permitted.

8 i CONTAGIOUS DISEASES

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

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

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

8 ii CASKETS OR OUTER CONTAINERS

(a) Any dead human body must be delivered to the Cemetery for burial in a closed casket or container and will be buried or entombed in such casket or container. All such caskets or containers must be of strength equal to or greater than that of 1/2 inch plywood.

(b) No casket or container shall be opened within the Cemetery without the express permission and in the presence of the Owner.

(c) Any outer container into which a casket is to be placed, must be made of steel or concrete. The use of any other outer container must have approval from the Cemetery Office.

(d) The Owner is not responsible for damage done to a casket or outer container during the course of the burial.

(e) Caskets placed inside crypts may use a polyphelene protective container. The largest inside dimensions being 84 inches long, 30 inches wide, and 4 inches in depth.

8 iii SIZES OF CASKETS AND OUTER CONTAINERS

The size of the outer container or casket may not exceed the following measurements with the exception of a grave/lot size

review and prior permission from the Owner:

- (a) Single grave 30 inches in width: Restricted to 34 inches in height, 29 inches in width and 92 inches in length.
- (b) Single grave 3 feet in width: Restricted to 34 inches in height, 35 inches in width and 92 inches in length.
- (c) Single grave 42 inches in width: Restricted to 36 inches in height, 40 inches in width and 92 inches in length.
- (d) Infant grave 16 inches in width: Restricted to 14 inches in height, 14 inches in width and 14 inches in length
- (e) Infant grave 20 inches in width: Restricted to 14 inches in height, 18 inches in width and 18 inches in length
- (f) Infant grave 24 inches in width: Restricted to 22 inches in height, 18 inches in width and 18 inches in length
- (g) Infant grave 30 inches in width: Restricted to 22 inches in height, 22 inches in width and 26 inches in length
- (h) Mausoleum crypt: Restricted to 86 inches in length, 30 inches in width and 24 inches in height.
- (i) Cremation niche: Urns cannot exceed the maximum dimension of the niche as per the specifications on the Interment Rights Certificate.
- (j) Cremation grave Section A: Urns cannot exceed 14 inches in height, 14 inches in width and 14 inches in length.

8 iv DISINTERMENTS

- (a) No disinterment or removal may be made without the prior permission of the Cemetery Office and Interment Rights Holder and must be made subject to the Act.
- (b) The Owner shall not be responsible for damage to any casket or outer container which occurs during the course of removal or disinterment.
- (c) The remains of a person who died with a contagious disease 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 other public officer.
- (d) Any disinterment, for the purpose of entombment in a mausoleum, must be placed in a container sufficient to contain fluids.
- (e) Family members are not permitted to be present during a disinterment.

8 v STORAGE REGULATIONS – RECEIVING VAULT

- (a) When human remains are deposited for storage, an order must be obtained from a Funeral Director – the same as for interments.
- (b) All human remains accepted for storage, save only for cremated human remains, must be embalmed.
- (c) All human remains must be removed from storage by the 1st of May in each year.
- (d) Human remains of persons who died with a contagious disease must be interred immediately and cannot be admitted for storage.
- (e) The Owner may, in its sole discretion and without notice to any party, remove human remains deposited in storage and inter same in a single grave at any time after the first day of May, following the acceptance of storage in any year.
- (f) No human remains may be stored from May 1st to December 1st.
- (g) All human remains accepted for storage must be placed in an airtight metallic casket or hermetically sealed zinc lined sealer placed into a casket.

9. MAUSOLEUM & COLUMBARIUM

- (a) Crypts and Niches may only be opened and sealed by employees of the Owner. This applies to both the inside sealer and the crypt or niche front.
- (b) 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 in a designated location. Approved flower vases for crypt fronts are on display at the Cemetery Office. Only agents authorized by the Owner may install vases.
- (c) The wall mounted vase unit will consist of two pieces:
 - (i) Vase protective insert
 - (ii) Wall Mounted Vase Unit
- (d) The owner will designate the appropriate area for placement of the flower vase.
- (e) Artificial flowers will be permitted in the vase units on the crypt or niche fronts year-round. All flower arrangements which become unsightly or exceed the perimeter of the crypt or niche fronts to which the flowers are placed will be removed.
- (f) In order to maintain the desired uniformity and standard of workmanship, the Owner reserves the exclusive right to inscribe, or to place bronze letters or emblems, on all crypt or niche fronts, as prescribed on the Certificate of Interment Rights issued by the Owner in respect of such crypt or niche.
- (g) A porcelain or photo plaque memorial pictures will be permitted on crypt or niche fronts. The Owner reserves the right to limit the number, install and designate the location of the pictures. Approved porcelain and photo plaque memorial pictures are on display at the Cemetery Office.

- (h) Porcelain or photo plaque memorial pictures must be oval in shape measuring 2 3/8 inches in width and 3 1/8 inches in height. On freestanding columbarium, the measurements are 2 inches in width and 2 3/4 inches in height. One porcelain cameo picture with a frame that is made of bronze and which is bronze in colour may be placed on a single niche front. The picture and frame must be oval in shape and, together, not to exceed 1 3/4 inches (45mm) high and 1 3/8 inches (35mm) wide.
- (i) Respective of safety and aesthetic concerns, the placement of any article upon access areas to a mausoleum or columbarium is prohibited. Articles that have been placed will be removed without notice.

10. MEMORIALIZATION

10 i GENERAL

- (a) No marker shall be placed in the Cemetery without written permission from the Owner given in accordance with the practices prevailing at the time of the giving of the permission.
- (b) Should any memorial, monument, mausoleum or tomb become unsightly, dilapidated or a menace to persons within the Cemetery, the Owner shall have the right to correct the condition of any such memorial, monument, mausoleum or tomb, or to lay same down, where in the Owner's opinion circumstances warrant, to remove and or replace same
- (c) The design, symbolism, emblems, craftsmanship, quality and material of inscriptions and markers to be placed in the Cemetery, shall be subject to the approval of the Owner.
- (d) A written request signed at the Cemetery Office by the Interment Rights Holder is required prior to approval for placement of a marker or foundation.
- (e) In order to maintain the desired standard of workmanship, the Owner reserves the exclusive right to inscribe all memorials owned by the Owner.
- (f) As required by the Act, all Upright Monuments and Flat Markers measuring at least 173 square inches, must have Care and Maintenance submissions. The Owner reserves the right to apply charges for the levelling of flat markers or cornerstones measuring less than 173 square inches, after initial installation.
- (g) Concrete foundations are required for all monuments and shall be built by the Owner at the Interment Rights Holder's expense. The foundation of a monument shall be built only in such space as has been designated by the Owner and must be the exact dimension of the base of the monument and if incorrect dimensions have been given on the application form, the foundation will be removed and rebuilt by the owner at the expense of the Interment Rights Holder. All foundations will not be less than 4 feet in depth. All foundations will be level to the lowest point of the surrounding area.
- (h) Lead lettering is not permitted on any new marker, monument or memorial etc.
- (i) No marker, or memorial of any kind shall be installed, moved, altered or removed without authorization of the Owner.
- (j) The official marker for a Canadian or Allied Veteran or for a Commonwealth War Interment shall not be installed, altered or removed without agreement of the Federal Department of Veterans Affairs, the Commonwealth War Graves Commission or such authority as prescribed by statute.
- (k) Temporary wooden crosses are permitted on Lots or Graves for a maximum period of 90 days and must be located within the Monument Space. Temporary wooden crosses are not permitted on Graves or any form of Lot or Grave if a permanent Monument or Marker exists on the Lot or Grave.

The following are the maximum and minimum permissible dimensions for temporary wooden crosses:

- maximum overall length 60 inches;
- maximum height above the ground 41 inches;
- minimum depth below the ground 18 inches;
- maximum overall width 21 inches;
- maximum width of upright shaft and arms 3.5 inches;
- minimum thickness of upright shaft and arms 3.18 (1.25 in);

Temporary wooden crosses placed on a Lot or Grave without completing the temporary memorial waiver form that do not conform to the above materials and/or dimension or that have been placed on the Lot or Grave for a period greater than 90 days will be removed and disposed of by the Cemetery without notice.

- (m) Only one flat marker on a single grave set flush with the ground in a specified assigned area is permitted, protruding above ground surface will be considered a monument.
- (l) Any flat marker placed within the space provided for monument, which is to be protruding above ground surface will be considered a monument.

10 ii CORNER MARKERS

- (a) Corner Markers, where permitted, must be constructed of granite having minimum dimensions of 4 inches in length, width and thickness to maximum dimensions of 8 inches in length and width and a thickness of 6 inches.
- (b) Corner Markers must be smooth sawn on all surfaces.

Two Corner Markers are permitted to be installed, one at each of the lower perimeter corners of a Lot having a width of no less than 3 feet in width and length of ten feet.

(c) Four Corner Markers are permitted to be installed, one at each of the four perimeter corners of a Plot having a width in excess 3 feet in width and length of ten feet, for which Interment Rights have been purchased as a unit.

10 iii BRONZE FLAT MARKERS

(a) All Bronze Markers accepted for installation must comply with the specifications as set out below:

i All bronze castings shall be true, free from weakening or minor defects, blemishes, or imperfections with a smooth surface area.

ii 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 inch in diameter.

(b) Bronze markers must be attached to a granite base having a minimum thickness of four inches. The bronze attachment to the granite base must allow for a minimum boarder of two inches on all sides.

(c)The minimum and maximum dimensions of a granite with bronze attachment flat marker will conform to those sizes as specified for granite flat markers.

10 iv GRANITE FLAT MARKERS

(a) Granite markers shall be a minimum of 4 inches in thickness and smoothly finished on all surfaces. Memorialization Rights on the Certificate of Interment Rights will indicate if granite markers are permitted.

(b) The maximum size flat granite marker permitted for the following graves and lots are:

Infant Grave -	12 inches wide x 24 inches in length,	8 inches long x 10 inches wide
Infant Grave -	18 inches wide x 24 inches in length,	14 inches long x 10 inches wide
Infant Grave -	24 inches wide x 30 inches in length,	20 inches long x 12 inches wide
Child Grave -	30 inches wide x 42 inches in length,	24 inches long x 12 inches wide

Cremation Grave Section A -

	24 inches wide x 24 inches in length,	18 inches long x 12 inches wide
	32 inches wide x 34 inches in length,	26 inches long x 12 inches wide
Adult Grave being -	30 inches in width,	24 inches long x 14 inches wide (upright monument spacing)
		24 inches long x 14 inches wide (foot marker spacing)
	36 inches in width x 10 feet in length,	28 inches long x 14 inches wide (upright monument spacing)
		28 inches long x 14 inches wide (foot marker spacing)
	42 inches in width x 10 feet in length,	34 inches long x 14 inches wide (upright monument spacing)
		34 inches long x 14 inches wide (foot marker spacing)

10 v UPRIGHT MONUMENTS

(a) All bases and die-stones shall be of a granite material.

(b) With the exception of Infant and Child Lots, no base may be less than 6 inches in thickness. The minimum depth of all bases must be 1 foot 2 inches and the minimum length must be 2 feet. The height of the base should increase with the weight of the monument.

For example.

Minimum	- 6 inches
Over 1300 lbs.	- 8 inches
Over 2600 lbs.	- 10 inches
Over 5200 lbs.	- 12 inches

(c) For safe maintenance (grass cutting), the bottom 4 inches of all bases must be rock-pitched.

(d) Minor scraping of the base due to grass cutting operations shall be considered normal wear.

(e) No combination of monument die, and base shall exceed 5 feet in height.

(f) Statuary must be manufactured in a non-deteriorating material, other than plastic and specifications of construction must be submitted to the Board.

- (g) In all cases there must be a minimum 2 inch projection around the perimeter of the die.
- (h) No monument dies shall be less than 6 inches in thickness.
- (i) Any monument exceeding 3 feet 6 inches and up to 5 feet in height, including base, must be 10 inches in thickness.
- (j) The maximum size of dies and bases are as follows:

Infant Grave 12 and 18 inches wide flat marker only 24 inches wide by 30 inches in length	base overall height	18 inches x 10 inches 24 inches
Child Grave 30 inches wide by 42 inches in length	base overall height	24 inches x 12 inches 26 inches
Adult Grave being 30 inches in width being 36 inches in width 10 feet in length being 42 inches in width 10 feet in length	base overall height base overall height base overall height	24 inches x 12 inches 30 inches 30 inches x 14 inches 34 inches 36 inches x 14 inches 42 inches
Adult Two Grave Plot being 72 inches wide by 10 feet in length being 84 inches wide by 10 feet in length	base overall height base overall height	54 inches x 16 inches 48 inches 66 inches x 16 inches 48 inches
Adult Three Grave Plot being 108 inches wide by 10 feet in length being 126 inches wide by 10 feet in length	base overall height base overall height	72 inches x 16 inches 60 inches 80 inches x 16 inches 60 inches

(k) Freestanding crosses up to a height of 3 feet 6 inches, must be a minimum thickness of 8 inches. Any cross over this height must increase in thickness by 1 inch for every 1 foot or fraction thereof over 3 feet 6 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

(l) The cross must be adequately dowelled to the monument. The guidelines refer to the cross portion of the monument only. The By-Laws apply in all other respects.

(m) The Owner shall establish the following tolerances with respect to marker dimensions:
 1/4 inch on monument dies and bases with smooth or polished sides; 1/2 inch on monument dies and bases with rock edge sides;
 1/4 inch on flat memorials.

(n) All monuments shall be constructed of granite. The bottom bed of all bases for such structures shall be cut level and true.

(o) To ensure stability, no monument of any design or construction shall have any uncovered vertical joints.

Only one upright monument will be permitted upon a lot.

(p) Inscription is permitted only on the front side of a monument except as noted in specified sections.

(q) All die-stones fewer than 2 square feet at the base shall be adequately dowelled.

(r) Dowels must be of a non-corrosive material not less than 1/2 inch in diameter.

Dowels must be no less than 6 inches in length. The dowel holders must be drilled no more than 1/8 inch larger than the diameter of the dowel.

(s) A porcelain or photo plaque memorial picture with or without a bronze frame and no cover will only be permitted.

Approved porcelain or photo plaque memorial pictures and bronze frames are on display at the Cemetery Office. Porcelain or photo plaque memorial pictures must be oval in shape, measuring a maximum of 4 inches in height and a maximum of 2 inches in width. Bronze frames with no cover or recessed picture must be oval in shape measuring a maximum of 4 inches in width and a maximum of 5 inches in height. In order to maintain the desired standard of workmanship, the Owner reserves the exclusive right to install all pictures and picture frames on any marker or crypt front owned by the Cemetery.

(t) Due to our climate conditions (which may cause paint to peel over time), no paint should be used on the surface of the monument except for incised lettering and the background of carving.

(u) Monuments which do not conform to the Owner's regulations, as established from time to time, but which add to the decorum and beauty of the Cemetery may under exceptional circumstances be considered by the Owner in its discretion.

11. OUTSIDE CONTRACTORS

- (a) No person other than Employees of the Administrator of Operations will be permitted to undertake any work in the cemetery unless authorized in writing by the Cemetery Office to do so. However, Interment Rights Holders may have certain work done in accordance with the By-Laws at their own expense upon application to the Owner; prices to be agreed upon and paid before any work is done.
- (b) All memorial work, or placement, or removal of memorials shall be done with the written permission of the Administrator of Operations obtained in writing before placement or removal shall be done. A detailed plan of each memorial or monument together with a lot plan showing its location and position shall be submitted to the Cemetery Office for approval before a permit is issued.
- (c) The demeanor and behaviour of all persons employed upon the Cemetery property shall be subject to the control of the Owner. Contractors, masons and stonecutters 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. The Interment Rights Holder, at whose request any workman or contractor undertakes any work in the Cemetery, with the prior written permission of the Administrator of Operations as required under subparagraph (b) 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 any third party, and arising directly or indirectly out of such work or the permitted access to the Cemetery of such workman or contractor.
- (d) Canvassing for sales or distributing business cards in the Cemetery is forbidden.
- (e) Workers shall cease work if in the immediate vicinity of a funeral until the conclusion of the service. Workers will be allowed to work on the grounds Monday to Friday 8:30 a.m. to 4:00 p.m. No work is permitted on Statutory Holidays, Sundays or religiously significant days as recognized by the Church.
- (f) All outside contractors, subcontractors or workers, which shall include monument dealers, landscapers or vault companies and their own employees, who may have received the prior permission of the Owner to undertake any work in the Cemetery shall, before making any access to the Cemetery, provide to the Owner satisfactory proof of Workers Compensation coverage as required by law as well as satisfactory to the Owner that general liability insurance coverage is in place in an amount of no less than \$1,000,000.00 (or such higher amount as may from time to time be established by the Owner), which insurance may name the Owner as an additional insured in respect of the work to be completed by the insured and any other activities of the insured, at the Cemetery.
- (g) Heavy loads may be restricted during certain times of the year.
- (h) Prior to the installation of a memorial, the contractor must stop at the Cemetery Office for the final inspection

12. CORRECTION OF ERRORS

The Owner may, to correct any inadvertent error that may have been made during an interment, disinterment or removal, or in the description, transfer of granting of any Interment Rights or plot, lot, grave, crypt or niche, either:

- (i) cancel such grant and substitute and grant in lieu thereof other Interment Rights such as; plot, lot, grave, crypt or niche of equal value and similar location as far as is reasonably possible and as may be selected by the Owner, in its discretion, or (ii) refund the money paid on account of the purchases of said 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 plot, lot, grave, crypt or niche, the Owner; 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 plot, lot, grave, crypt or niche of equal value and similar location as may be substituted and granted in lieu thereof.

13. LOSS OR DAMAGE

- (a) Other than as expressly provided in the Act, the Owner shall not be responsible for loss or damage to plots, lots, graves, crypts, niches, structures or markers, unless such loss or damage arises from the negligence or willful misconduct of the Owner. Pursuant to the Act, the Owner will take reasonable steps to ensure visitor safety and preserve the dignity of the Cemetery. If a marker presents a risk to visitor safety because it is unstable, the Owner may do whatever is necessary by way of repairing, resetting, or laying down the marker so as to remove the risk. In the event it becomes necessary to reconstruct or repair monuments or memorials, any section of a plot or a lot, including graves, crypts or niches, or any portion or portions thereof in the Cemetery, which has 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 stated on the records of the Owner.
- (b) The Owner will not be responsible for any mausoleum or columbarium should it be so destroyed or damaged. The Owner's obligation shall be limited to placing the remains in a temporary receiving vault and notifying the crypt or niche Interment Rights Holder that further instructions are required. The Owner has the right, at its discretion, to re-inter the remains in a designated are if not claimed by the Interment Right Owner.

(c) The Owner will not be responsible for loss of or damage to ceramic pictures, vases, base inserts or floral tributes. The Owner is not responsible for articles removed from a mausoleum or columbarium.

14. RIGHT TO RESURVEY

The following rights and privileges are hereby expressly reserved to the Owner 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 devotes such road, drive or walk to that purpose.

15. EFFECTIVE DATE

These By-Laws and any amendments hereto made by the Owner from time to time, shall become effective when filed and approved by the Registrar under the Act.

Approved by the Ministry of
Consumer Services
Consumer Protection Branch
Cemeteries Regulation Unit
March 25, 2014