



THE CATHOLIC CEMETERIES
OF THE DIOCESE OF ST. CATHARINES

OPERATING BY-LAWS FOR HOLY CROSS CEMETERY

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50 WOODLAWN ROAD
WELLAND, ONTARIO
L3C 3J5
905-734-4172

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1. The Catholic Cemetery and Christian Burial

From the earliest days following the death and resurrection of Jesus Christ, the Christian community has been distinguished by its faith in the resurrection of the body. As Christ died, was buried, and rose from the dead, so also it is our firm belief that all the baptized faithful, who share in the Lord's death, will also share in his glorious bodily resurrection. For this reason, the Catholic community has always shown great care and reverence for the bodies of those who have died.

At the conclusion of the Catholic Funeral Mass the body of the deceased, which in life was a temple of God's Spirit, is honored with incense. As the incense rises to God, so also do the prayers of the community for their loved one who has died.

In our Catholic tradition, whenever possible, the bodies of the deceased or their cremated remains have been placed in graves or tombs in a dedicated place where they await the resurrection. Such burial places have become places of prayer and devotion, where families and other members of the Christian community assemble to pray in hope for their beloved dead. Historically, Christian burial sites were the places where Christians gathered for the Eucharistic Meal, to gratefully remember the dead and to pray for them. Even today Mass is occasionally celebrated in our Catholic cemeteries as an expression of our faith in the resurrection and the communion of the saints of which both the living and dead are part. Such celebrations also provide immense consolation to those who mourn.

A Catholic cemetery is a place set apart, owned and consecrated by the diocesan bishop, and devoted to the burial of members of the Church and their families. The Catholic Cemeteries of the Diocese of St. Catharines are operated as independent organizations responsible to the diocese or a parish for the benefit of the Catholic community. The Catholic Cemeteries of the Diocese of St. Catharines are committed to maintaining the faith and heritage of the local Catholic community through their burial and interment services. They do so by maintaining these sacred grounds and providing compassionate care for those who mourn in an atmosphere of faith and hope before, during and after the interment.

For the mutual protection and benefit of lot holders in the cemeteries of The Roman Catholic Episcopal Corporation of the Diocese of St. Catharines, in Canada, the following by-laws are hereby adopted. All lot holders and persons visiting the cemetery, and all lots shall be subject to the said by-laws and such amendments or alterations thereof or additions thereto as shall be adopted by the Catholic Cemeteries of the Diocese of St. Catharines from time to time; and reference to these by-laws in the documents granting the right of interment shall have the same force and effect as if set forth in full therein.

2. 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.

ABOVE-GROUND PRIVATE CRYPT – an above-ground private structure for the entombment of human remains.

ACT – the Funeral, Burial & Cremation Services Act, 2002 (FBCSA), and Ontario Regulation 30/11 and 184/12 (O. Reg. 30/11 and 184/12) as from time to time amended, replaced or superseded.

BURIAL ORDER – notification provided to the cemetery, in advance of a burial, indicating the name of the deceased, date, time and location of the funeral or graveside service, burial location, concrete vault (if applicable) and personal representative information. This is supplied by the funeral director or, in some cases, the personal representative.

BURIAL PERMIT – a permit issued by the Division Registrar under the *Vital Statistics Act*.

BY-LAWS – the rules and regulations that govern the operation of the cemetery, made pursuant to the act, and separate and distinct from the owner's corporate by-laws.

CARE AND MAINTENANCE – the preservation, improvement and upkeep in a proper manner of a cemetery, lot, mausoleum, columbarium or any particular part thereof.

CARE AND MAINTENANCE FUND – It is a requirement under the FBCSA and O. Reg. 30/11 and 184/12 that a prescribed amount or a percentage of the purchase price (excluding tax) of all interments sold, transferred, assigned or permitted; and prescribed amounts for monuments and markers, is contributed into the care and maintenance fund. Interest earned from this fund is used to provide care and maintenance of lots, plots, markers and monuments at the cemetery.

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

CEMETERY – all the lands owned by The Roman Catholic Episcopal Corporation of the Diocese of St. Catharines, in Canada to provide for the burial of human remains, and shall extend to and include all property and mausoleum for interments and entombments.

CHAPEL – an area or room for gatherings or religious ceremonies.

CHURCH – the Roman Catholic Church under the direction of the diocesan bishop of the Diocese of St. Catharines in communion with the See of Rome.

COLUMBARIUM – an above ground structure designed for interment of cremated human remains.

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

CRYPT – a space for the entombment of human remains in a mausoleum.

ENTOMBMENT – an interment above ground in a crypt or niche.

EXTRA DEPTH BURIAL – an interment of a casket sufficiently deep to accommodate an additional casket burial on top of it.

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.

GRAVE – a space of ground in the cemetery used or intended to be used for the interment of human remains.

INFORMATION SHEET – a form that provides information about the deceased including, but not limited to, date and place of birth, date and place of death, next-of-kin, etc. This is normally obtained from the funeral director. Alternatively, the operator may obtain this information directly from an interment rights holder or personal representative.

INSCRIPTION RIGHTS – the interment rights holders' right to inscribe on a marker, monument crypt front or niche.

INTERMENT – burial of human remains in a lot, crypt or niche.

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

INTERMENT RIGHTS HOLDER – a person with interment rights with respect to a grave, lot, crypt or niche.

LOT – a space for the interment of one or more human remains.

MARKER – any monument, tombstone, plaque, headstone, memorial, cornerstone or other structure or structure affixed to or intended to be affixed to a burial lot, mausoleum crypt, columbarium, niche or other structure or place intended for the burial of human remains.

MAUSOLEUM – an above ground structure designed for entombments of human remains in a crypt or niche.

MONUMENT – an upright granite structure projecting above the ground including a base of granite.

- (a) SINGLE MONUMENT LOT – is a one grave lot permitting an upright monument, which may contain more than one interment. If more than one interment (traditional burial) is permitted, the first interment must be made extra deep.
- (b) TRIPLE MONUMENT LOT – is a three grave lot permitting an upright monument, which may contain a maximum of six traditional interments.

MONUMENT LOT – is a two grave lot permitting an upright monument, which may contain a maximum of four traditional interments. In certain designated areas where only two interments are permitted, a notation will be made on the Interment Rights Certificate.

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

OPERATOR – the parish or cemetery board of directors that manage the cemetery.

OWNER – The Roman Catholic Episcopal Corporation for the Diocese of St. Catharines, in Canada.

PERSONAL REPRESENTATIVE – an executor, an administrator or an administrator with will annexed.

PLOT – two or more adjacent lots.

PORCELAIN MEMORIAL PICTURES – a photo manufactured from porcelain to be recessed into or affixed to a memorial.

PRE-NEED – interment rights, supplies and services purchased in advance of the provision of these supplies and services.

PRICE LIST – a list of prices for products and services unique to each cemetery. It may contain size restrictions for monuments and bases.

REGISTRAR – means the registrar appointed under the act.

SCROLL – a bronze plaque added to an existing marker upon which has inscribed an individual's name and or date(s) of birth and death.

URN – a container used to hold cremated remains.

URN VAULT – a container into which an urn is placed for in-ground interment.

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.

3. General

1. These by-laws have been adopted by The Roman Catholic Episcopal Corporation of the Diocese of St. Catharines, in Canada and are intended for the benefit and protection of the interment rights holder, the cemeteries and the owner, its officers and employees.
2. These by-laws are effective upon filing with and approval of the registrar.
3. These by-laws and any amendments thereto apply to all cemeteries owned by The Roman Catholic Episcopal Corporation of the Diocese of St. Catharines, in Canada.
4. Each cemetery has a price list unique to that cemetery.
5. 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.
6. The operator may, in its sole discretion, make an exception to the requirements of the by-laws, provided that such exception is recorded in writing and provided that such exception shall not be considered a waiver of the continuing general application of the by-laws.
7. These by-laws may be at any time changed, amended, altered, repealed, rescinded or added to, by the owner subject to approval by the registrar.
8. All by-law amendments must be:
 - a. published once in a newspaper with general circulation in the locality in which the cemetery is located;
 - b. conspicuously posted on a sign at the entrance of the cemetery; and
 - c. delivered to each supplier of markers who has delivered a marker to the cemetery during the previous year, if the by-law or by-law amendment pertains to markers or their installation.
9. For the purpose of these by-laws, inches can be converted to centimeters by multiplying by 2.54.
10. Provincial legislation – Section 110 of O. Reg. 30/11 requires all cemeteries and crematoriums to maintain a public register that is available to the public during regular office hours.

4. Care and Maintenance Fund

4 i. Care and Maintenance Fund Contributions

1. It is a requirement under the FBCSA and O. Reg. 30/11 and 184/12 that a prescribed amount or a percentage of the purchase price (excluding tax) of all interment rights sold; and prescribed amounts for monuments and markers is contributed into the care and maintenance fund. Interest earned from this fund is used to provide care and maintenance of lots, plots, markers and monuments at the cemetery. Contributions to the care and maintenance fund are not refundable except when interment rights are cancelled within the 30-day cooling off period.
2. The operator shall deposit in the Care and Maintenance Fund the following amounts as prescribed by the act:
 - a. Interment Rights
 - i. the greater of 40% of the total purchase price of an in-ground grave that is 24 square feet or larger, or \$250.00,
 - ii. the greater of 40% of the total purchase price of an in-ground grave, including a cremation grave, that is smaller than 24 square feet, and \$150.00,
 - iii. the greater of 20% of the total purchase price of a public mausoleum crypt or \$500.00,
 - iv. the greater of 15% of the total purchase price of a public columbarium niche or \$100.00.

3. In the case of a private mausoleum, the operator shall deposit into the Care and Maintenance Fund the greater of,
 - 20% of the sum of,
 - the total price of the mausoleum, including the prices associated with each stage of the process, from the obtaining of the approvals, through design and construction, to and including installation and readiness for interment purposes,
 - the price of the land associated with the mausoleum, and
 - the price of all of the interment rights associated with the mausoleum, and
 - \$500.00 multiplied by the number of tombs, crypts and compartments in the mausoleum.

4. In the case of a private columbarium, the operator shall deposit into the Care and Maintenance Fund the greater of,
 - 15% of the sum of,
 - the total price of the columbarium, including the prices associated with each stage of the process, from the obtaining of the approvals, through design and construction, to and including installation and readiness for interment purposes,
 - the price of the land associated with the columbarium, and
 - the price of all of the interment rights associated with the columbarium, or
 - \$100.00 multiplied by the number of niches and compartments in the columbarium.

5. Marker Care and Maintenance Fees
 - Flat marker measuring at least 173 square inches, \$50.00.
 - Upright monument measuring 4 feet or less in height and 4 feet or less in length, including the base, \$100.00.
 - Upright monument over 4 feet in height or length, including the base, \$200.00.

4 ii. Care and Maintenance of Lots

The cemeteries are maintained under the Care and Maintenance Fund and all interment rights sold are covered by the fund. A portion (as set out in 4(i) of these by-laws) of all funds received from the sale of interment rights and markers are invested and the income derived there from is available for maintenance. The above mentioned care and maintenance is to be understood as the care and maintenance of lots, crypts, niches necessitated by natural growth and ordinary wear, and include cleaning, planting, cutting, etc., and care of lawns, trees, shrubs, cleaning and maintenance of roadways, walks and buildings, fences and waterlines, provided there are sufficient funds for that purpose.

“Care and maintenance” shall in no case mean the planting of flowers, shrubs, trees, etc. on any lot owned by an interment rights holder.

4 iii. Care and Maintenance of Markers

The operator 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 damage.

“Care and maintenance” 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, nor does it mean the reconstruction of any marker, granite, bronze or concrete work in the cemetery, injured or damaged by any cause, direct or indirect, beyond the operator’s reasonable control.

4 iv. Special Care

Special care shall include only those specific services set forth in special care agreements with the interment rights holders, provided said services are not inconsistent with the purpose for which the cemetery was established or is being maintained.

4 v. Grading and Improvements

1. All grading, landscape work and improvements of any kind and all care and maintenance of lots shall be done, and all trees, shrubs and plant materials of any kind shall be planted, trimmed or cut solely by the operator.
2. All alterations of lots in the cemetery shall be under the direction of and subject to the approval of the operator. If made without the written consent of the operator, the operator may remove such unapproved alterations at the expense of the interment rights holder.
3. The operator reserves the right, in its sole discretion, to remove and/or prune trees or shrubs situated on any lot if they are detrimental to the adjacent lots, drains, road or walks, or prejudicial to the general appearance of the grounds, or affect the public's access to other lots.

4 vi. Flowers

1. The operator shall not be liable for vases, fresh or artificial flowers, or memorial wreaths placed on any grave or lot.
2. The operator reserves the right to remove any vases, floral bouquets or flowers which are placed on any lot without the permission of the interment rights holder.
3. One bouquet of fresh or artificial flowers is permitted in a vase that is attached to the marker from April 1st to November 1st, inclusive. If the marker does not contain its own vase, a plastic cone shaped vase having a maximum width of 4 ¼ inches and a height of 9 inches may be used. The operator reserves the right to turn down bronze vases, dispose of any plastic cone shaped vases and flowers after November 1st of each year.
4. Where flower beds are permitted, they are restricted to a maximum of the width of the base of the headstone by a depth of 12 inches from the front of the memorial. Where permitted, a dwarf shrub may be planted on either side of the memorial. The maximum height of shrubs allowed is level with the height of the headstone. Flower beds must be maintained by the interment rights holder. Any flower bed or shrub not being maintained will be removed by the operator without notice. Plantings are not permitted around foot markers. Plantings of any kind are not permitted in bronze or flat marker sections.
5. Wreaths on wreath stands and wreath saddles (Please note: wreath saddles are not permitted at Holy Cross Cemetery) are permitted on graves and lots from November 1st to April 30 inclusive. The operator reserves the right to dispose of any wreaths and/or wreath stands placed or remaining between May 1st and October 31st without notice.
6. New installations of plastic or lawn edging, or decorative stones around graves or lots are not permitted after the date of approval of these by-laws. The operator reserves the right to remove and dispose of any wreath saddles that become deteriorated or dirty. Wreath saddles are not permitted on shared monuments. The operator shall not be responsible for any damage caused by wreath saddles.
7. For safety reasons, the use of hanging baskets, metal hangers, lanterns and/or hooks, as well as potted plants and decorations of any kind, including, but not limited to, glass, fencing and borders, crockery, beverage containers and/or toys on or above the grave or marker is not permitted.
8. For mausolea see Section 8(3) of this by-law.

5. Use of Cemetery

1. No person may damage, destroy, remove or deface any property within the cemetery.
2. All visitors within any cemetery shall use only the avenues, roads and walks, unless it is necessary to walk on grass in order to access an interment rights holder's lot.
3. Only the interment rights holders and their relatives and friends shall be permitted on the cemetery property. Any other person thereon shall be considered a trespasser and the operator shall owe no duty to the said trespasser to keep the property, or any memorial thereon, in a reasonably safe condition.
4. All visitors should conduct themselves in a quiet manner that shall not disturb any service being held or the general dignity of the cemetery.
5. Picnicking or drinking alcoholic beverages by visitors within the cemetery is prohibited, with the exception of refreshments provided by the operator in any reception area.
6. Children under fifteen years of age are not permitted within the cemetery unless accompanied by an adult.
7. Animals are to be leashed and are subject to municipal by-laws.
8. Lawns shall not be disturbed for any purpose except under the supervision of the operator.
9. The cemetery provides containers that are to be used strictly for cemetery waste material generated from the maintenance and decoration of lots. It is not permissible to dispose of any other waste material on cemetery property and such unauthorized disposal is subject to fines under the municipal by-law.
10. No one shall remove any flowers or break any branches, or remove, injure, or cut any trees, plants or shrubs without specific permission of the operator.
11. Other than the operator, no one shall be permitted to sell or to solicit the sale of any commodity whatsoever within the cemetery.
12. No signs, notices or advertising of any kind shall be allowed within the cemetery except those placed by the operator.
13. No assemblies of persons other than those attending a funeral or reception shall take place in the cemetery except with the written permission of the operator.
14. Entry to the cemetery, by the public, shall be permitted between the hours of 8:00 am and dusk, subject to the operator's right to vary these hours. 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 individual cemetery.
15. Entry into a cemetery shall be permitted only during such hours as posted by the owner.
16. The operator shall have the right to maintain security guards if in its discretion it deems it necessary, but is under no legal obligation to do so.
17. The operator 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 a mausoleum and such articles if so placed may be removed by the operator, in its discretion, without notice or compensation to any party.
18. No unattended lighted candles or any other type of illumination, save and except those supplied by the operator, shall be permitted on any lot or in any mausoleum and the operator shall be entitled in its sole discretion to remove and dispose of same without notice or compensation to any party.
19. 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 kilometers per hour unless where otherwise posted. Vehicles are not allowed to park 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. The operator may remove any vehicle that is so parked or left. A vehicle owned or operated by the operator is exempt from these provisions.
20. The operator reserves the right to prohibit or restrict the use, within a cemetery, of horses, snowmobiles, drones, bicycles, scooters, skateboards, roller blades, or any similar or other type of wheeled conveyance, with the exception of assistive devices required for accessibility, and to post in the cemetery such signs as it may from time to time be deemed appropriate advising of such prohibition.
21. The operator shall not be liable for any injury sustained from any activity not conforming with the intended use of the cemetery including, but not limited to fishing, swimming, ice skating, etc.

5 i. Employees

1. The operator's employees are not permitted to do any work for interment rights holders except upon the express permission of the operator.
2. No cemetery employee shall receive any fee, gratuity or commission, directly or indirectly, except from the operator.
3. All inquiries must be made with an official cemetery representative at the cemetery or parish office, in person, or by other accepted electronic communication.

6. Instructions to Interment Rights Holders

1. The operator may from time to time establish and file with the registrar a schedule of charges (price list) for interment rights and supplies and services within a cemetery. Such schedules or lists are separate from and not part of these by-laws.
2. Subject to the requirements of the act, the operator reserves the right to specify the terms of purchase of all interment rights, supplies and services.
3. A purchaser has the right to cancel an interment rights contract within thirty (30) days of signing the interment rights contract, by providing written notice of the cancellation to the cemetery operator. The cemetery operator will refund all monies paid by the purchaser within thirty (30) days from the date of the request for cancellation.
4. A purchaser has the right to cancel an interment rights contract after thirty (30) days of signing the interment rights contract, by providing written notice of the cancellation to the cemetery operator. Upon receiving written notice from the purchaser of the interment rights, the cemetery operator will cancel the contract and issue a refund to the purchaser for the amount paid for the interment rights less the appropriate amount that is required to be deposited into the Care and Maintenance Fund. This refund will be made within thirty (30) days of receiving said notice. If the interment rights certificate has been issued to the interment rights holder(s), the certificate must be returned to the cemetery operator along with the written notice of cancellation.
5. If any portion of the interment rights has been exercised, the purchaser, or the interment rights holder(s) are not entitled to cancel the contract or re-sell the interment rights.
6. Any lot, niche or crypt is intended to be used for interment purposes only by the Interment rights holder. An interment rights holder who wishes to transfer their rights to a lot, niche or crypt may exercise one of the following options.
 - a. Interment rights may be sold to a third party for an amount not greater than the amount listed for the same interment rights on the operator's most current price list. The transfer will only be considered effective once both parties have attended the cemetery or parish office, the original Certificate of Interment Rights has been returned and the transfer of ownership fee as listed on the price list has been paid. The new Interment rights holder must have knowledge and appreciation of the Roman Catholic faith, and will be subject to the by-laws of the cemetery as established by the owner from time to time.
 - b. The cemetery is prohibited from buying back interment rights. If the holder wishes to transfer those rights to another individual, the cemetery may do so. The transfer fee is \$100.
7. An interment rights holder may file a written designation naming a person who may be interred or entombed in the lot, 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 persons other than the interment rights holder shall be made in writing by the interment rights holder.
8. No transfer of any interment rights shall confer any rights on the transferee until the transfer has been recorded by the operator and the name of the transferee entered into the records of the cemetery as the new interment rights holder.

9. Each interment rights holder shall notify the operator of any change in his/her postal address. Notice sent to an interment rights holder at the last postal address or electronic address according to the operator's records shall be deemed to have been given when deposited in a post office or public letter box or when dispatched or delivered to the appropriate communication company or agency or its representative. The operator will not be responsible for ensuring the accuracy of address information.
10. In the event of the death of the interment rights holder, the operator shall, upon written application of the personal representative of the deceased interment rights holder and upon being presented with adequate evidence, record the successor of the interment rights as the new interment rights holder.
11. 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 shall be subject to any written designation which the deceased interment rights holder has made and filed with the operator during the lifetime of such interment rights holder.
12. In the event that interment rights are 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.
13. 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 operator in respect of any matter relating to interment rights, a grave, lot, crypt, niche, marker, monument or any other matter or thing to which these by-laws relate, the operator shall be entitled to require the production of certified or notarized copies of such wills, codicils, supporting affidavits, or other documents as the operator, in its sole discretion, deems to be necessary or advisable in the circumstances.
14. Succession of interment rights ownership proceeds as follows:
 - a. interment rights contract holder as per the cemetery records,
 - b. executor of the will of the interment rights holder,
 - c. spouse of the interment rights holder,
 - d. children of the interment rights holder,
 - e. cemetery board.

7. Arrangements for Interments

1. The operator shall request those wishing to make a selection of a lot, crypt, or niche or arrange for a funeral, interment or entombment, to call at the cemetery or parish office in ample time to complete arrangements. Notice of any intended interment in a lot or entombment in a mausoleum must be given to the operator at least two business days prior to the time fixed for the interment or entombment.
2. Human remains only will be accepted for interment within the cemetery.
3. Only services approved by the operator are permitted within the cemetery.
4. If required, written evidence of eligibility for Catholic burial according to the Norms of Canon Law shall be furnished.
5. Any human remains having been cremated in violation of the provision of Canon Law shall not be interred in the cemetery.
6. Roman Catholic Services shall be conducted only by a Catholic priest or a person authorized by the bishop of St. Catharines.
7. Any person ordering an interment or disinterment shall be responsible for the cemetery charges for these services. If such charges are not paid, the operator may refuse to permit the interment or disinterment.
8. Only equipment owned or hired by the operator shall be used for making interments or disinterments.
9. Manufacturers of concrete vaults must service their own vaults and assume complete responsibility of integrity at the grave site. They must supply their own lowering device, hangers and any other items related to the interment.

10. 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 Canon Law. Certain fraternal or lodge services not otherwise prohibited by Canon Law may be permitted by the operator, provided that specific written permission is obtained from the operator.
11. The following items must be supplied to the operator prior to the time of interment:
 - i. a burial order (liability form);
 - ii. for a casket interment, a burial permit;
 - iii. for a cremation interment, a cremation certificate issued by the crematorium conducting the cremation;
 - iv. in the case of the interment of remains other than those of the interment rights holder, the written consent of the interment rights holder;
 - v. a completed information sheet;
 - vi. a Christian burial certificate (if required);
 - vii. Social Service requisition (if required);
 - viii. a signed contract;
 - ix. payment in full.
12. The operator shall not be liable for the disturbance of, or damage caused to, any flower bed, lot decoration or curbing, occurring during the course of opening a grave, crypt or niche, an interment service, or closing of a grave, crypt or niche.
13. Flowers shall be delivered at the burial site in sufficient time to permit arrangement before the funeral procession arrives. A maximum of one casket spray will be permitted inside the mausoleum for each committal service. The remaining pieces may be displayed in an area designated by the operator. All floral pieces will be removed by the operator by 3:00 pm on the day of the funeral. The operator reserves the right to limit the number of floral pieces in keeping with the decorum and dignity of the cemetery.
14. The operator shall not be responsible for any delay in the interment or entombment of a body where a protest to the interment or entombment has been made, where the by-laws have not been complied with, or due to the number of funeral services.
15. Except in cases of extreme necessity such as the danger of contagion or infection, or in case of an epidemic, interment or entombment shall not be made on Sundays, Good Friday or Christmas. The operator may designate the hour and manner which interments may be made.
16. Unless specified differently in the Internment Rights Contract, only one full body interment is permitted in each full size grave. Only one cremation interment is allowed per one cremation grave. Two cremated remains are allowed per niche in a columbarium. Cremated remains must be delivered to the operator by a bonded courier, member of the interment rights holder's family or employees of a funeral home.
17. In the event that the container supplied will not hold all of the cremated remains, an additional container is to be used and instructions are to be supplied by the interment rights holder for their disposition.
18. Scattering of cremated remains is not permitted.
19. As an alternative to scattering, the operator may provide a communal burial space for cremated human remains within the cemetery. The remains must be in a container clearly identifying the deceased. Urns are entombed in a grid pattern that will allow for possible future recovery. Rights of communal entombment do not include rights for memorialization at the burial site.
20. The Roman Catholic Church does not view the commingling of cremated human remains as an acceptable practice. As such, the interment of persons who are cremated must be in individual urns or in a companion urn with individual compartments.

7 i. Contagious Diseases

1. Under Ontario Ministry of Health Regulation 557 – Communicable Diseases, it is a requirement that the operator 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.

2. In the event a contagious disease has been confirmed, the cemetery will adhere to recognized health and safety practices or directives whether established or issued by the Ontario Ministry of Health, the local public health office or the operator.
3. 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, Good Friday or Christmas. The cemetery may designate the hour and manner in which burials may be made.

7 ii. Caskets and Outer Containers

1. A body must be delivered to a cemetery for burial in a closed casket or container and will be buried in such casket or container. All such caskets or containers must be of strength equal to or greater than that of ½ inch plywood.
2. No casket or container shall be opened within the cemetery without the express permission and in the presence of the operator.
3. The operator recommends that the casket be placed in an outer container or vault. If a vault is used it must be made of steel or concrete. All such containers must be of a strength equal to or greater than that of ½ inch plywood.
4. The operator is not responsible for damage done to a casket or outer container during the course of the burial.
5. The operator may require that caskets placed inside crypts use a protective outer container.

7 iii. Sizes of Caskets and Outer Containers

1. Single Grave Lot: caskets or outer containers cannot exceed the measurements of the grave as per the specifications on the interment rights certificate.
2. Multiple-Grave Lots: caskets or outer containers cannot exceed the measurements of the individual graves as per the specifications on the interment rights certificate.
3. Child grave: caskets or outer containers cannot exceed the measurements of the grave as per the specifications on the interment rights certificate.
4. Infant grave: caskets or outer containers cannot exceed the measurements of the grave as per the specifications on the interment rights certificate.
5. Mausoleum crypt: caskets or containers cannot exceed the dimensions of the crypt as per the specifications on the interment rights certificate.
6. Cremation niche: urns cannot exceed the maximum opening dimensions of the niche as per the specifications on the interment rights certificate.
7. Cremation grave: unless approved by the operator, urns cannot exceed 15 inches in height, 15 inches in width and 15 inches in length.

7 iv. Disinterments

1. No disinterments or removals may be made without prior written permission of the operator and interment rights holder, and must be made subject to the act.
2. The operator shall not be responsible for damage to any casket, concrete vault or urn vault which occurs during the course of removal or disinterment.
3. The remains of persons dying from contagious diseases shall not be disinterred except under written approval of the Medical Officer of Health or other public officer having authority and shall in all cases be made in accordance with the prescribed rules and regulations of such Medical Officer of Health or other public officer.
4. Any disinterment, for entombment in a mausoleum, must be placed in a container sufficient to contain fluids.
5. Family members are not permitted to be present during disinterments.
6. In special circumstances the removal of human remains may also be ordered by certain public officials without the consent of the interment rights holder and/or next of kin(s).

8. Mausoleum & Columbarium

1. Crypts and niches will only be opened and sealed by employees of the operator. This applies to both the inside sealer and the crypt or niche front.
2. For crypts where such service is available, the operator shall supply one combination vase/lamp per single unit or tandem crypt and two combination vase/lamp per double front crypt. With respect to niches, the operator may supply a maximum of one single vase per niche front. No other vases shall be permitted on crypt or niche fronts
3. Attachment of any flowers, wreaths, signs, insignia or any other adornment to any crypt or niche front is strictly prohibited. Any violation of this rule will cause the immediate removal of same without prior notice or compensation to any party. Artificial flowers will be permitted in the vases on the crypt or niche fronts year round. The operator reserves the right to restrict the use of fresh flowers. Any flower arrangements which become unsightly or exceed the perimeter of the crypt or niche front, to which the flowers are placed, will be removed.
4. In order to maintain the desired uniformity and standard of workmanship, the operator reserves the exclusive right to inscribe on all crypt or niche fronts.
5. Entombment procedures shall be under the exclusive control and direction of the operator. For safety reasons, where the location of the crypt necessitates the use of the elevating device to place the casket in the crypt, cemetery staff shall be responsible for the operation of the device and the placement of the casket. The operator reserves the right to limit the number of mourners and visitors attending the entombment procedure.
6. Glass front niches will contain the urn along with any suitable items the family wishes to place inside. Families may request from time to time that the niche be reopened for the retrieval and placement of these items. Appropriate notice must be given to the cemetery office in advance of this taking place. The operator reserves the right to charge a fee for this service.

9. Memorialization

9i General

1. Each section may be governed by its own additional rules and regulations concerning memorials.
2. No marker shall be placed in the cemetery, without written permission from the operator given in accordance with the practices prevailing at the time of the giving of permission.
3. 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 operator. This approval may be withheld in the operator's sole discretion.
4. A written request signed at the cemetery office by the interment rights holder is required prior to approval.
5. In order to maintain the desired standard of workmanship, the operator reserves the exclusive right to inscribe all memorials owned by the operator.
6. Only one flat marker on a single grave set flush with the ground in a specified area is permitted. Bookmarkers are not permitted.
7. Due to the danger of becoming damaged or broken, picture or photograph attachments are not permitted on bronze marker units.
8. Marble may not be used on monuments, bases and dies.
9. Should any memorial, monument, mausoleum, or tomb become unsightly, dilapidated or a concern to the safety of persons within the cemetery; the operator shall have the right to correct the condition of any such memorial, monument, mausoleum or tomb, or to lay same down or, where in the operator's opinion circumstances warrant, to remove and/or replace same.
10. Lead lettering is not permitted on any new marker, monument or memorial etc. in any cemetery.
11. The use of temporary markers will be permitted for a period of sixty days from the date of interment.

9 ii. Bronze Markers

All bronze markers accepted for installation must comply with the specifications as set out below:

1. Bronze markers must be installed flush with the ground. A bronze vase incorporated into the design will be permitted. No separate bronze vase or vigil light unit will be permitted.
2. All markers must have a cross incorporated into the design and all inscriptions and emblems must be approved by the operator prior to installation. Interment rights holders must give written permission to the cemetery office before markers may be installed.
3. Service and installation charges are determined by the size of the marker. These amounts are payable in advance. Contact the cemetery office to obtain a tariff of setting fees.
4. The attachment of a base is required. Bases must be made of granite. The minimum thickness of all bases will not be less than four inches. Granite bases must have projections of two inches on all sides from the outside edge of the bronze memorial.
5. All bronze castings shall be true and free from weakening or minor defects, blemishes, or imperfections with a smooth surface area. Rough, sand-like or painted finishes are not permitted.
6. Bronze markers must be cast with four integral bosses on the underside to facilitate installation. These bosses are to be tapped or drilled to receive the necessary number of anchor lugs of brass or bronze 4 to 6 inches in length and not less than 3/8 inch in diameter. These lugs are to be supplied to the cemetery with the marker.
7. Markers are only permitted to be installed in the space assigned.
8. The use of foot markers is not permitted.
9. The maximum size marker permitted for the various grave sizes are outlined on the cemetery price lists.
10. The operator will supply official lot numbers making it unnecessary to install corner posts or corner numbers. They are therefore prohibited.
11. Markers supplied by outside dealers must comply with the rules and regulations of the cemetery. No marker may be delivered to the cemetery until all outstanding charges have been paid and the memorial dealer has received written permission to deliver the marker.
12. Artificial wreaths are permitted from November 1st to April 1st. Wreath boxes of any type are not allowed.
13. Vases must be turned down by November 1st each year. The cemetery is not responsible for damage howsoever caused for vases left up over the winter.
14. The planting of any flowers, shrubs or bushes in any flat marker section is not permitted.
15. For safety reasons, the use of hanging baskets, metal hangers, lanterns and/or hooks as well as potted plants and decorations of any kind, including but not limited to glass, fencing and borders, crockery, beverage containers and/or toys on or above the grave or marker is not permitted.
16. Garden borders or fencing of any type is strictly prohibited and will be immediately removed and discarded by the cemetery.
17. In previously established sections of the cemetery, where previously existing rules may differ from the rules contained herein, the operator may grant special consideration regarding memorial restrictions and lot decorations.

9 iii. Granite Markers

Flush Type (Flat) Memorials

1. Memorials shall consist of one die only. Sub bases of any description are not permitted.
2. Granite dies should be delivered to the cemetery. Dies may be set in a pillowed fashion. The die must be flush at the rear and 1 inch above the base at the front.
3. The maximum marker die allowed will be 28 x 16 x 4 inches.
4. No marble or soft stone material of any kind is allowed.
5. The use of personal photographs, either attached, carved, etched or photo blasted into the dies or bases is prohibited.
6. The use of bright colored paints for highlighting features is prohibited.

7. Complete design and inscription details must be completed on the foundation and marker order permits.
8. If the completed memorial does not comply with the rules and regulations of the cemetery or measure up to the approved sketches on the application, such memorial will be removed by the monument dealer without cost to the cemetery.
9. The maximum size marker permitted for the various grave sizes are outlined on the cemetery price lists.
10. The planting of shrubs or ornamental trees is not permitted on flat marker graves. The use of concrete or granite to cover the garden area is not permitted.

9 iv. Upright Monuments

1. No monument shall be erected over a grave space in which there has been an interment.
2. Concrete foundations are required for all monuments and shall be built by the operator at the interment rights holder's expense. The foundation of a monument shall be built in the designated space, according to the operator's specifications. All foundations will not be less than 4 feet in depth. This does not apply to any lots with pre-poured foundations.
3. All bases and die-stones shall be of a granite material.
4. No base may be less than 6 inches in thickness. The minimum length of all bases 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 |

For safe maintenance (grass cutting), the bottom 4 inches of all bases must be rock-pitched. For aesthetic reasons high bases are not favored. Minor scraping of the base due to grass cutting operation shall be considered normal wear.

5. The combined height of the monument and die shall not exceed 3 feet 6 inches or be less than 2 feet 6 inches.
6. Statuary must be manufactured in granite only and must be affixed directly to the base with dowelling. The combined height of the statuary and base must not exceed 3 feet 6 inches.
7. In all cases the base must project at least 2 inches around the perimeter of the die.
8. No monument shall be less than 8 inches in thickness.
9. The maximum size marker permitted for the various grave sizes are outlined on the cemetery price lists.
10. From January 1, 2018 no floral container, vase or vigil lamp shall be affixed, installed on or in any way attached to the die.
11. The operator shall establish the following tolerances with respect to marker dimensions:
 - ¼ inch on monument dies and bases with smooth or polished sides,
 - ½ inch on monument dies and bases with rock edge sides,
 - ¼ inch on flat memorials.
12. All monuments shall be constructed of granite. The bottom bed of all bases for such structures shall be cut level and true.
13. To ensure stability, no monument of any design or construction shall have any uncovered vertical joints.
14. Only one upright monument will be permitted on a lot.
15. One footstone made of granite and no larger than 28 x 16 inches may be placed on each grave, set flush with the ground farthest from the monument. Ceramic or photoplex pictures are not permitted on foot markers. The minimum thickness of foot markers is 4 inches.
16. A ceramic or photoplex picture, having no frame or cover will be permitted for each interment. Ceramic or photoplex pictures must be oval in shape, measuring no greater than 9 centimeters in width and 12 centimeters in height. All pictures must be set flush with the die. Etched personal portraits, measuring no greater than 4 inches in width and 6 inches in height will be permitted. The installation of pictures made from any other application or process is not permitted.

17. Due to our climatic conditions, which cause paint to peel off over time, no paint will be allowed on the surface of the monument except for black and white lithochrome paint for highlighting lettering and the background carving.
18. The installation of corner stones of any description or material is not permitted.
19. Complete design and inscription details must be completed on foundation and marker order forms. No monument or flat stone shall be installed on a lot until all outstanding charges and assessments owing to the operator have been paid by the interment rights holder.
20. Marble or soft material of any form is prohibited.
21. Flower beds around the base of the monument are restricted to a maximum of the width of the lot by 12 inches deep from the front of the monument. A dwarf shrub may be planted on the front side of the monument. The maximum height of shrubs allowed is level with the height of the die. Shrubs are not permitted on single monument lots. Plantings are not permitted around foot markers.
22. Monuments that do not conform to the by-laws but add to the decorum and beauty of the cemetery may be considered under exception circumstances by the operator.
23. One vigil light or vase is allowed on a single grave monument lot. A maximum of two vigil lights or vases are permitted on lots with two or more graves. Vigil light bases designed so as permit them to be attached or appear to be attached to the monument base are not permitted. For maintenance reasons, vigil lights and vases must be installed in the flower bed in front of the monument. The maximum height of any vigil light or vase is 40 centimeters. The maximum width/length of any vigil light or vase is 20 centimeters. Vigil lights and vases shall be constructed of bronze and heat resistant or tempered glass.
24. In previously established sections of the cemetery, where previously existing rules may differ from the rules contained herein, the operator may grant special consideration regarding memorial restrictions and lot decorations.

10. Outside Contractors

1. No person other than employees of the operator will be permitted to undertake any work in a cemetery unless expressly authorized in writing by the operator 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 operator; prices are to be agreed upon and paid before any work is done.
2. All memorial work, or placement or removal of memorials shall be done with the written permission of the operator obtained on the written request of the interment rights holder, and a permit shall be issued by the operator, without which no such memorial work 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 operator for approval before a permit is issued.
3. The demeanor and behavior of all persons employed upon the cemetery property shall be subject to the control of the operator. 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 worker or contractor undertakes any work in a cemetery, with the prior written permission of the operator acquired under subparagraph 2, 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 operator or any third party, and arising directly or indirectly out of such work or the permitted access to the cemetery of such worker or contractor.
4. Canvassing for sales or distributing business cards in the cemetery is forbidden. The placement of the monument dealers, manufacturers or quarries name, insignia or trademark in any form on any monument or marker is allowed only with the permission of the operator.
5. Workers shall cease work if it is 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 am to 5:00 pm. No work is permitted on Saturdays, Sundays or statutory holidays unless authorized by the operator.

6. Markers will be accepted for installation from April 15th to November 30th of each year. Markers must be delivered in person to the cemetery. All outside contractors, subcontractors or workers, which shall include monument dealers, landscapers or vault companies and their own employees (referred to collectively herein as "contractors"), who may have received the prior permission of the operator to undertake any work in the cemetery shall, before making any access to the cemetery, provide the operator with satisfactory proof of WSIB coverage as required by law as well as evidence satisfactory to the operator that general liability insurance coverage is in place in an amount of no less than \$2,000,000.00 (or such higher amount as may from time to time be established by the operator). Such insurance shall name the operator and the owner (which shall include for the purpose of this provision the directors, officers, members and employees of the operator and the owner) as an additional insured in respect of the work to be completed by the contractors and any other activities of the contractors at the cemetery. The contractors, prior to undertaking any work at the cemetery, shall agree to indemnify and hold harmless the owner and the operator in respect of any damage, loss, injury, or death arising out of or in connection with their work.
7. Foundation pourings will be scheduled periodically from May 15th to November 30th of each year subject to prevailing weather and soil conditions.
8. Heavy loads may be restricted during certain times of the year.
9. Prior to the installation of a memorial, the contractor must stop at the cemetery or parish office for the final inspection.

11. Correction of Errors

The operator may, to correct any inadvertent error that may have been made by it either in making an interment, disinterment or removal, or in the description, transfer or granting of any interment rights or lot, grave, crypt or niche, either cancel such grant and substitute and grant in lieu thereof other interment rights or lot of equal value and similar location as far as is reasonably possible and as may be selected by the operator, in its discretion, or 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 lot, grave, crypt, or niche, the 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, grave, crypt or niche of equal value a similar location as may be substituted and granted in lieu thereof.

12. Loss or Damage

1. The operator disclaims all responsibility for loss or damage from causes, beyond its reasonable control, to lots, structures or markers other than loss or damage that the operator is liable to repair pursuant to the act. In the event that it becomes necessary to reconstruct or repair monuments or memorials, any section of lot, including graves or crypts, or any portion or portions thereof in the cemetery, which has been damaged by such causes, the operator 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 operator.
2. The operator will not be responsible for any mausoleum or columbarium should it be destroyed or damaged by an act beyond the reasonable control of the operator. The operator shall be under no obligation to rebuild the mausoleum or columbarium should it be so destroyed or damaged. The operator's obligation shall be limited to placing the bodies in a temporary receiving vault and notifying the crypt owners that their further instructions are required. The operator has the right, at its discretion, to re-inter remains in a designated area if not claimed by the interment rights holder.
3. The operator will not be responsible for loss or damage done to ceramic pictures, vase rings, vase inserts or floral tributes. The operator is not responsible for articles removed from the mausoleum or columbarium.

13. Right to Resurvey

The following rights and privileges are hereby expressly reserved to the operator 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.

1. To resurvey, enlarge, diminish, alter, in shape or size, or otherwise to change all or any part or portion of the cemetery.
2. 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.
3. 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.
4. 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 operator devotes such road, drive or walk to that purpose.

14. 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.